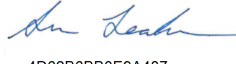




## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members  
**FROM:** Sara Leaders, PE, Public Works Director  
**DATE:** Submitted on January 27, 2025, for the February 5, 2025, Regular City Council Meeting

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**AGENDA ITEM:** Approval of a Professional Services Agreement between the City of Milton and NV5 Engineers and Consultants, Inc. for Design Services for SR 372 Operational and Safety Improvements

### **SUMMARY:**

The intent of this project is to collect data needed for conceptual design, complete traffic analysis to establish project concepts, complete all required coordination with Georgia DOT District 7, Fulton County Schools, an active development at 12780 Birmingham Highway, and all impacted utility owners. The intent of the City is to improve vehicular operations and improve safety for all users of the public right of way during the school zone hours of extremely high congestion in the AM and PM peaks caused by three large public schools along the corridor. The City is very concerned about the impact on public safety access that the schools are causing, specifically at the roundabout with Heritage Walk.

Once concept alternatives are developed, the public will be given a chance to provide input at a public meeting. The city's website will also be used to provide updated information. A final feasibility study will be completed by NV5 and presented at a City Council meeting.

This contract is only for conceptual design. If any of the concepts are chosen to advance, additional funding for construction documents, right of way acquisition and construction will be needed.

### **FUNDING AND FINANCIAL IMPACT:**

This project is funded by TSPLOST II in the operations and safety category.

### **ALTERNATIVES:**

If this contract is not approved, staff will continue to coordinate with Fulton County Schools and Georgia DOT to investigate options for this corridor.

### **PROCUREMENT SUMMARY (if applicable)**

**Purchasing method used:** RFP  
**Account Number:** 335-4101-521210000, TS2-2512  
**Requisition Total:** \$58,900.00

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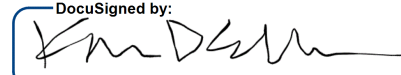
**REVIEW & APPROVALS:**

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

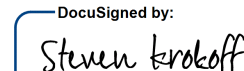
**Legal Review:** Jennifer K. McCall, Jarrard & Davis, LLP – January 17, 2025

**Concurrent Review:** Steven Krokoff, City Manager –

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**ATTACHMENT(S):**

Professional Services Agreement

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**PROFESSIONAL SERVICES AGREEMENT**  
**Design Services for SR372 Operational and Safety Improvements**

**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, located at 2006 Heritage Walk, Milton, GA 30004, acting by and through its governing authority, the Mayor and City Council (hereinafter referred to as the "City"), and **NV5 ENGINEERS AND CONSULTANTS, INC.**, a North Carolina corporation, having its primary place of business in Georgia at 10745 Westside Way, Ste 300, Alpharetta, GA 30009, (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

**B. Project Description.** The “Project” at issue in this Agreement is generally described as: provide professional engineering services for conceptual (30%) design plans for improvements to SR372/Birmingham Hwy in Milton, Georgia. The City, at its discretion, may choose to negotiate the scope and fees with the Consultant for the development of the construction documents for one or any of the concepts developed as part of this scope of work.

**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 upon completion of all Work. Work related to conceptual design (30%), Tasks 1-5, shall proceed according to the schedule provided in Exhibit “B”, attached hereto and incorporated herein by reference, which provides that the Work shall be completed within fifteen (15) months from the Notice to Proceed. Work related to future “Tasks” for services, development of construction documents, construction inspections, and construction-related services, may be added at the discretion of the City with scope, timing and fees separately negotiated, which negotiations the parties anticipate will be on or before December 31, 2027.. 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, provided that certain obligations will survive termination/expiration of this Agreement. 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 shall not, in any case, exceed **FIFTY-EIGHT THOUSAND, NINE HUNDRED AND 00/100 DOLLARS** (\$58,900.00) (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 lump sum prices. The City, at its discretion, may choose to negotiate scope and fee for future tasks under a change order or additional agreement.

**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.

#### **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.** Rick Strickland [INSERT NAME] 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, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, 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"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations 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.

**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.

## **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 no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Consultant within thirty (30) calendar days of Consultant providing City with notice of a delinquent payment and an opportunity to cure. 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:

NV5 Engineers and Consultants, Inc.  
Attn: Rick Strickland  
10745 Westside Way, Ste 300  
Alpharetta, GA 30009

**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.

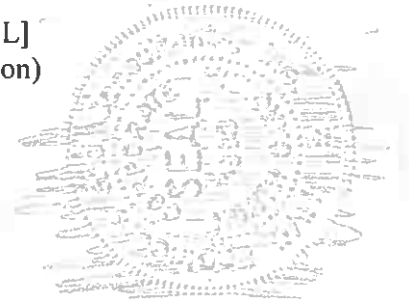
**CONSULTANT: NV5 ENGINEERS AND CONSULTANTS, INC.**

Signature: 

Print Name: Rick Strickland

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

[CORPORATE SEAL]  
(required if corporation)



Attest/Witness:

Signature: 

Print Name: Richard Tong

Title: Executive Vice President and Secretary  
(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:

Signed by:  1/22/2025  
City Attorney Date

**EXHIBIT “A”**



## REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

<b>RFP Number:</b> 24-PW11	<b>RFP Title:</b> Design Services for SR372 Operational & Safety Improvements
<b>Due Date and Time:</b> October 9, 2024, by 2:00 pm EST	<b>Number of Pages:</b> 48
*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	
<b>ISSUING DEPARTMENT INFORMATION</b>	
<b>Issue Date:</b> September 13, 2024	
<b>City of Milton</b> <b>Public Works Department</b> <b>2006 Heritage Walk</b> <b>Milton, GA 30004</b>	<b>Phone:</b> 678-242-2500  <b>Website:</b> <a href="http://www.miltonga.gov">www.miltonga.gov</a>
<b>INSTRUCTIONS TO OFFERORS</b>	
<b>Electronic Submittal:</b> **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at <a href="http://www.miltonga.gov/finance/bids-rfps">www.miltonga.gov/finance/bids-rfps</a>  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.	<b>Mark Envelope/Package:</b> <b>RFP Number:</b> 24-PW11 <b>Name of Company or Firm</b>  <b>Special Instructions:</b> <b>Deadline for Written Questions</b> <b>September 23, 2024, by 5:00 PM EST</b>  <b>Submit questions online via the BidNet Direct procurement portal at</b> <a href="http://www.miltonga.gov/finance/bids-rfps">www.miltonga.gov/finance/bids-rfps</a>
<b>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</b>	

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

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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





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## 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-PW11  
PROPOSAL LETTER  
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (24-PW11), Design Services for SR372 Operational and Safety Improvements.

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

Design Services for SR372 Operational  
And Safety Improvements  
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	September 13, 2024
Site Visit ( <i>recommended, but not mandatory</i> )	n/a
Deadline for Questions	September 23, 2024, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, September 26, 2024
<b>Proposals Due</b>	<b>By 2:00 p.m. EST on October 9, 2024</b>
Award Contract	November 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 BACKGROUND AND STATEMENT OF INTENT

The City of Milton is requesting proposals from qualified consultants to provide engineering services for conceptual 30-percent design plans for improvements to SR 372/Birmingham Highway. The City intends to select a single consultant team to provide all the required services through this selection process. The selected firm will be expected to provide services in accordance with the project schedule established by the City of Milton. The City, at its discretion, may choose to negotiate the scope, fees, and schedule with the Consultant for the development of the full construction documents for the plans developed as part of this RFP.

All Consultants must comply with all general and special requirements of the RFP information and instructions enclosed herein. The need for this project was identified in past studies including Milton's 2023 Comprehensive Transportation Plan.

### 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](mailto: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 September 23, 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 **September 26, 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

Proposals shall be submitted in two (2) separate files, one containing the technical proposal and the other containing the cost proposal. The City will score all technical proposals before evaluating the costs.

Offerors must organize their proposal into sections that follow the following format. This RFP is for one proposal that includes all potential phases of this project.

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. Contractor Affidavit and Agreement (eVerify)
5. Technical Proposal:
  - a. No more than six (6) single sided pages
    1. Cover page(s), table of contents, tabs, resumes of team members, and required forms do not count toward the page limit
  - b. Minimum of 11-point font



Each Technical Proposal Shall Contain:

- a. Design Team (2 pages) – include project manager, project staffing, qualifications of the design team, and what sets the team apart
- b. Work Plan (2 pages) – provide an anticipated project schedule with 10/7/2024 as an assumed Notice to Proceed, any anticipated challenges, and any innovative approaches
- c. Related Projects and References (2 pages)
  1. Describe at least three (3) similar projects with references and the degree of involvement of the team
- d. Pricing (See Section 5.0)
6. Applicable Addenda Acknowledgement Forms (if necessary)
7. Team member resumes may be included in an appendix that will not count toward the page limit

Offerors 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](http://www.miltonga.gov/finance/bids-rfps) by 2:00 PM on October 9, 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 SERVICES**

### **3.0 DESCRIPTION OF SERVICES**

The City of Milton is seeking the services of a professional engineering consultant to provide engineering services for conceptual 30-percent design plans for improvements to SR 372/Birmingham Highway. The project will evaluate the SR 372/Birmingham Highway corridor from its intersection with SR 372/Crabapple Road/Mayfield Road to its intersection with Kensington Farms Drive/School Drive. The concepts will include potential improvements at these intersections as well as the roundabout at SR 372/Birmingham Highway and Heritage Walk and major driveways along the corridor.

The intent of this project is to collect data needed for conceptual design, complete traffic analysis to establish project concepts, complete all required coordination with Georgia DOT District 7, Fulton County Schools, an active development at 12780 Birmingham Highway, and all impacted utility owners. The intent of the City is to improve vehicular operations and improve safety for all users of the public right of way during the school zone hours of extremely high congestion in the AM and PM peaks caused by three large public schools along the corridor. The City is very concerned about the impact on public safety access that the schools are causing, specifically at the roundabout with Heritage Walk. The City is open to innovative solutions to solve these problems. The traditional solution would likely include a longer northbound right turn lane approaching School Drive, a longer southbound left turn lane approaching School Drive, shared-use path connections between subdivisions and the schools to enable nearby residents access to the schools via walking or Personal Transportation Vehicles (PTVs), and mid-block crossings along SR 372. Project concepts shall align with goals from previously adopted plans including the Downtown Milton/Crabapple Placemaking Plan, Community Trail Prioritization Plan, Local Road Safety Plan, 2021-2025 Strategic Plan, the Crabapple PTV Plan and 2023 Comprehensive Transportation Plan.

This project is 100% locally funded using 2021 Transportation Special Purpose Local Option Sales Tax (TSPLOST) funds from Milton. Right of Way acquisition and preacquisition services for this project will be completed by the City's right of way consultant team.

School Drive is a private road owned by Fulton County Schools. Fulton County Schools will be a stakeholder and partner on potential improvements. Parking studies may be provided by Fulton County Schools. Concepts could include internal improvements to access and parking for all three schools, but these would become Fulton County Schools' responsibility and not advance into engineering for this contract.

Relevant planning documents and associated studies and project documents with links include:

[2017 Downtown Milton/Crabapple Placemaking Plan](#)

[2020 Community Trail Prioritization Plan](#)

[2021-2025 Strategic Plan](#)

[2022 Local Road Safety Plan](#)

[2022 Crabapple PTV Plan](#)

[2023 Comprehensive Transportation Plan](#)

### **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, Bridge Design Specifications, and applicable addenda.
- d. Manual on Uniform Traffic Control Devices (MUTCD) current edition, and applicable errata.
- e. Americans with Disabilities Act (ADA) latest requirements
- f. Atlanta Regional Commission's Georgia Stormwater Management Manual (current edition)
- g. Applicable City of Milton Code of Ordinances

### **3.2 SPECIFIC SCOPE OF SERVICES**

The City of Milton is seeking the services of a professional engineering consultant to provide engineering services for conceptual 30-percent design plans for improvements to SR 372/Birmingham Highway. The work program and study outline consist of following tasks:

#### **Task 1: Data Collection**

Collect the base data needed to analyze existing conditions and determine general travel characteristics in the vicinity of the intersections. The consultant is responsible for presenting a traffic forecasting methodology that will analyze a 10-year traffic horizon. The data to be collected or obtained includes:

- a. Average Daily Traffic (ADTs) volumes, class, and speeds on all approaches within the project scope
- b. Peak hour turning movement counts at each of the intersections along the corridor plus any adjacent intersections required for the analysis (include bicycle and pedestrian counts)
- c. Accident data/crash diagram at all intersections along the corridor (2017-2023); detailed review of any bicycle or pedestrian accidents on the corridor
- d. Pedestrian features and facilities as proposed in the City of Milton Trail Master Plan (crosswalks, pedestrian actuated signals and sidewalks) and the Comprehensive Transportation Plan
- e. Trip generation rates for any expected future growth that would affect the corridor

#### **Task 2: Traffic Operations and Safety Assessment**

The data collected under Task 1 will be tabulated, summarized, analyzed, and assessed to identify base conditions and existing traffic operations. Analyses will include, but not limited to, intersection level of service calculations (overall and each direction for both intersections), determination of roadway capacity, vehicular and pedestrian safety problems, and operating speeds and delay. Future (10-year horizon) traffic volumes, patterns and operating conditions will be calculated and compared with base year metrics. The assessment of traffic operations in the area will also include an estimation and simulation of traffic patterns based on the future project of traffic growth in the area. The calibrated simulation model should produce videos that show existing conditions in the AM and PM peak and no-build and build 2034 scenarios.

#### **Task 3: Prepare Concept Plans**

Milton will provide the following information in support of concept development: 2-foot aerial topography, 2023 aerial photography, GIS property lines, GIS stormwater inventory.

Prepare concepts for the corridor that meets the project design objectives. The concept plans and presentation will include:

- a. Layout of the concept plans
- b. Typical cross section, including pedestrian and bicycle elements to be included on layout
- c. 3-D visualization and simulation in format that can be loaded on project website and used at public meeting

- d. Coordination with the right of way team to estimate property acquisition, and right-of-way costs for all alternatives
- e. Estimated construction costs for all proposed concepts including any utility relocation
- f. Summary of Traffic impact analysis of proposed concepts
- g. Post-construction stormwater BMP's to comply with Milton's recently adopted [Linear Transportation Project Stormwater Feasibility Policy](#) which complies with the new Metro North Georgia Water Planning District (MNGWPD) Model Ordinance and Georgia Stormwater Management Manual (GSMM) principles

#### **Task 4: Public Outreach**

The project study will include a public outreach effort that will adhere to the principles of a *Context Sensitive Solutions* approach. It will include a public information meeting, stakeholder meetings, survey/comment cards for the public meeting and the City's website, an opportunity for online public input, and project information, documents and plans for the project websites. The public will be provided with an on-going opportunity to provide input and comment on the project and concept alternatives.

During the study, the following outreach efforts will be conducted:

Up to two public information meetings will be held to present all concept alternatives. Individual property owner meetings will be offered to identified stakeholders. The Consultant will be required to attend and participate in the public and property owner information meetings; provide update and information regarding the study for posting on the City's website with clear links to any reports and documents prepared during the study as well as a way to comment on the study.

#### **Task 5: Final Report and Public Presentation**

A final feasibility study will be prepared by the Consultant and reviewed and approved by Milton. The final report will be a synthesis of the data collection, analyses, assessments, public input and recommendations. Based on all the information acquired during this process the Consultant shall provide a recommended alternative. The Consultant will assist in a public presentation of the final report to Milton's Mayor and City Council.

#### **Task 6: Property and Topographical Survey Mapping**

Survey needs, scope, and fee will be negotiated based on selected recommended alternative. Provide a field run survey to develop construction documents for the improvements. All information will be collected by a field run survey and shall be sufficient to incorporate the entire project concept with anticipated right of way and easement impacts.

The survey database shall include, at a minimum, the following information:

- a. Property addresses, record volume and page/map/block/lot reference, owner's name and mailing address, current deed, any easements, rights-of-way or boundary agreements encumbering the property, and any maps referenced in the deed for all impacted properties
- b. Right-of-way location,
- c. All improvements within the project limits, including, but not limited to edge of pavement, utilities, sidewalk, drainage structures, curb and gutter, etc....,
- d. All drainage structures within the project limits. At a minimum identify the pipe size, pipe material, upstream and downstream inverts, end treatments (end of pipe, headwall, etc...).
- e. Adjacent property owners and property boundary locations,



- f. The character and location of all walls, fences, buildings, poles, other visible improvements within the project or twenty-five feet of project
- g. Driveways, alleys, or other means of access on or crossing the project or within twenty-five feet of the project,
- h. Substantial, visible improvements (in addition to buildings) such as billboards, signs, parking structures, swimming pools, etc...,
- i. Topographic survey with a minimum of 2-foot topographic contour intervals. Contours shall extend a minimum of twenty-five feet beyond the project limits or as may be required by the design alternatives,
- j. Provide spot elevations at all critical points such as drainage breaks, high points, low points, edge of pavement etc...,
- k. Location and type of all overhead and underground utilities within the project limits which may include, but not be limited to, all manholes, catch basins, valve vaults or other surface indications of subterranean uses.
- l. Ponds, lakes, springs, defined drainage channels or rivers bordering, running through or within twenty-five feet of the premises being surveyed shall be shown,
- m. The location of any specimen tree within 100 feet of the project limits. Specimen trees will include any hardwood 24" dbh or greater, any pine, sweetgum or poplar 27" dbh or greater and any dogwood, redbud or sourwood 8" dbh or greater. Call out tree type, size and show location.

Provide digital files of survey (DWG and DGN format tied to state plane coordinates and including Benchmark data and datum information) and two (2) hard copies of survey signed and sealed by a professional land surveyor licensed and qualified to do business in the State of Georgia.

The Consultant shall be required to notify all property owners, in writing, of the impending surveys, prior to starting any surveying activities on their property. A copy of the notification shall be provided to the City. The notification letter shall contain, at a minimum, the following information:

- a. A brief project description,
- b. The property owners name and address on the notification letter,
- c. The Company names of the Consultant and sub-consultants that will be in the field conducting the surveys or testing,
- d. Georgia Law, Code 32-2-2(9) which regulates the entry of private property by GDOT,
- e. The correct contact name and phone number of the Consultant or sub-consultant,
- f. The correct contact name and phone number of the City's Project Manager for questions about the project.

All coordinates are to be on the specified State Plane, Georgia Coordinate System of 1985 - NAD 83/94 adjustment. All vertical traverses shall use the North American Vertical Datum (NAVD) of 1988.

Any potential environmental issues in the project area shall be collected or obtained either through field surveys or from existing data files.

Milton will provide the following information in support of the survey work:

- a. 2-foot aerial topography,
- b. 2023 aerial photography,
- c. GIS property lines,
- d. GIS stormwater inventory,

**Task 7: Construction Documents**

The City, at its discretion, may choose to negotiate the scope and fees with the Consultant for the development of the construction documents for one or any of the concepts developed as part of this RFP.

**Task 8: Construction Services**

The City, at its discretion, may choose to negotiate the scope and fees with the Consultant for resources associated with construction inspection or any other construction-related services for plans developed as part of this RFP.

## **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

### **MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE**

#### **RFP 24-PW11: Cost Proposal (Tasks 1-5 only)**

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal. There is no maximum page limit to Section 5.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price.

Task 1: \$ \_\_\_\_\_

Task 2: \$ \_\_\_\_\_

Task 3: \$ \_\_\_\_\_

Task 4: \$ \_\_\_\_\_

Task 5: \$ \_\_\_\_\_

Print Total Price (Tasks 1-5 only): \$ \_\_\_\_\_

Print Total Price in Words: \_\_\_\_\_  
(Tasks 1-5 only)

\*Please also provide a list of hourly rate(s). This can be provided on a separate sheet of the Offeror's own form.

Print/Type Company Name and Address:

\_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name and Title \_\_\_\_\_

## 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.
- Cost Proposals for Tasks 1-5 will be reviewed after the technical review process.
- Hourly rates are provided to be used in negotiation of future construction documents and construction services.

#### Proposal Evaluation Criteria

Qualifications of the design team 30 pts.

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

Work Plan 30 pts.

- Project approach
- Public involvement
- Project innovations
- Schedule

Related Projects and References 30 pts.

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

Price 10 pts.

- Consultant proposal should be based on the delivering a preferred conceptual design (30-percent) for the proposed project elements

## **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 sub-contractors. 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-PW11**

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](mailto: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-PW11

### Questions and Answers

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

1. Within section 1.4 "Submitting Proposals" of the RFP it is indicated that references will be required for 3 projects. Is there a specific reference form that must be completed or format that the references must be presented in? ~ **There is no required form or format to provide project references.**
2. For work within the GDOT right of way, would CEI services be required as part of this contract? ~ **CEI services will not be part of this project.**
3. What is the anticipated effort associated with the public involvement? ~ **This is answered on page 17 Task 4.**
4. Is the 3D Visualization related to concept layouts or improvements, or in relation to traffic operations? ~ **3D Visualization is related to traffic operations and aesthetics to show the benefits of the concepts compared to existing conditions.**

**EXHIBIT “B”**



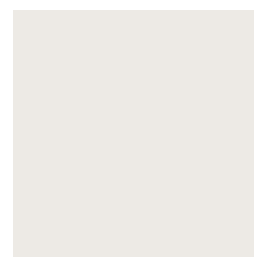
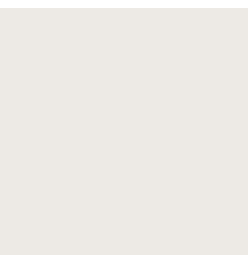
**RFP# 24-PW11**

**DESIGN SERVICES FOR SR 372**

**OPERATIONAL & SAFETY IMPROVEMENTS**

**City of Milton, Georgia**

October 9, 2024



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ADDENDA ACKNOWLEDGMENT

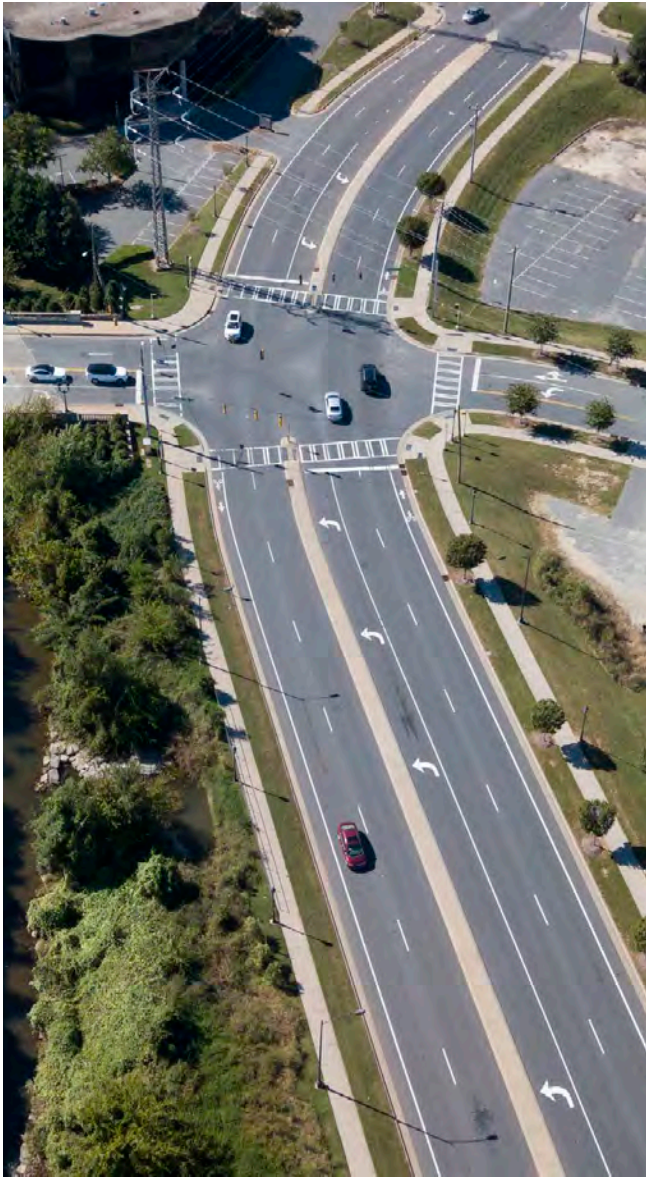
Addenda #1

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# Forms

**Request for Proposal Cover Page**

**Disclosure**

**Proposal Letter**

**Contractor Affidavit & Agreement (eVerify)**





## REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

<b>RFP Number:</b> <b>24-PW11</b>	<b>RFP Title:</b> <b>Design Services for SR372 Operational &amp; Safety Improvements</b>
<b>Due Date and Time:</b> October 9, 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>	
<b>Number of Pages:</b> 48	

### ISSUING DEPARTMENT INFORMATION

<b>Issue Date:</b> September 13, 2024	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	<b>Phone:</b> 678-242-2500  <b>Website:</b> <a href="http://www.miltonga.gov">www.miltonga.gov</a>

### INSTRUCTIONS TO OFFERORS

<b>Electronic Submittal:</b> **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at <a href="http://www.miltonga.gov/finance/bids-rfps">www.miltonga.gov/finance/bids-rfps</a>  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.	<b>Mark Envelope/Package:</b> <b>RFP Number:</b> 24-PW11 <b>Name of Company or Firm</b>  <b>Special Instructions:</b> <b>Deadline for Written Questions</b> <b>September 23, 2024, by 5:00 PM EST</b>  <b>Submit questions online via the BidNet Direct procurement portal at</b> <a href="http://www.miltonga.gov/finance/bids-rfps">www.miltonga.gov/finance/bids-rfps</a>
--	---

### IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

### OFFERORS MUST COMPLETE THE FOLLOWING

<b>Offeror Name/Address:</b> NV5 Engineers and Consultants, Inc. 10745 Westside Way, Suite 300, Alpharetta, Georgia 30009	<b>Authorized Offeror Signatory:</b> <div style="text-align: center;">         (Please print name and sign in ink)     </div> <div style="text-align: right;">       Rick Strickland        Vice President     </div>
<b>Offeror Phone Number:</b> 678.245.0826	<b>Offeror FAX Number:</b> call to arrange
<b>Offeror Federal I.D. Number:</b> 56-1839575	<b>Offeror E-mail Address:</b> Rick.Strickland@NV5.com

### 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





**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 NV5 Engineers and Consultants, 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></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></u>
<u></u>	<u></u>



**RFP# 24-PW11  
PROPOSAL LETTER  
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (24-PW11), Design Services for SR372 Operational and Safety Improvements.

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 October 4, 2024

Print/Type Name Rick Strickland, Vice President

Print/Type Company Name Here NV5 Engineers and Consultants, Inc.





## 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:

455751  
E-Verify Number

October 11, 2011  
Date of Authorization

NV5 Engineers and Consultants, Inc.

Name of Contractor

Design Services for SR372 Operational  
And Safety Improvements  
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 October, 4, 2024  
in Alpharetta (city), GA (state).

Signature of Authorized Officer or Agent

Rick Strickland, Vice President  
Printed Name and Title of Authorized Officer  
or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 4th DAY OF October, 2024.

Michelle Primer  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

01/17/2027



# Technical Proposal

Design Team  
Work Plan  
Related Projects & References  
Pricing (Uploaded Separately)

## PROJECT MANAGER AND KEY TEAM LEADERS

NV5's experienced and proven project leadership are aware of the challenges and opportunities in the SR 372/Birmingham Highway corridor. One of our staff members lives within the corridor and is a regular user of the roadways and has children who attend the schools within the project area. This provides us unique insights into patterns beyond the traffic data and analyses that include history of the area, firsthand pedestrian activity patterns, and a potential liaison with the schools. Our familiarity and personal investment in this corridor will improve NV5's ability to engage with Milton's citizens and City staff during the public involvement process. Our office is only 15 minutes away from the project area, making our team quickly available to meet on site.

Our team will be led by Steven Boockholdt, PE, Project Manager as well as the roadway lead. Steven has 17 years of extensive experience in, project management, capacity analysis, and roadway design for similar projects. He has led multidisciplinary teams needed for accurate conceptual development. He also has an extensive background working on State Route corridors for both GDOT and municipal clients. Our traffic lead is John Karnowski, PE, PTOE, AICP, who has over 36 years of experience and has previously worked with city staff and more specifically, along this corridor. Both are in our Alpharetta, Georgia office that is located less than six miles from the project site. This office also houses our environmental, survey, and SUE staff who can provide insights into additional challenges during concept that pose risks during the design phase such as the historical buildings at the SR 372 and Crabapple Road intersection. All the staff assigned to this project have several years tenure at NV5 and have successfully completed projects together.

### STEVEN BOOCKHOLDT, PE – PROJECT MANAGER & ROADWAY DESIGN LEAD



Steven is a highly-qualified transportation professional with more than 17 years of experience in roadway design and project management. In his current role at NV5, and previously as a GDOT group manager, he has demonstrated his ability to successfully manage a multi-disciplinary team to deliver projects with the highest quality design. He has prepared and reviewed roadway construction plans during conceptual, preliminary plans, right-of-way plans, and final plan phases. Steven's diverse project experience includes sidewalk and pedestrian design, new location bypass, interchange improvements, urban and rural corridor widening, interstate widening, signalized and roundabout intersection improvements, and bridge replacements.

#### KEY EXPERIENCE ►►►

- Extensive experience with municipal and GDOT projects
- 17 years of transportation engineering experience
- Has successfully delivered urban corridor improvement projects
- Skilled at managing multidisciplinary teams

### JOHN KARNOWSKI, PE, PTOE, AICP – TRAFFIC LEAD



John has worked in both the public and private transportation sectors for over 36 years. He has acquired experience in virtually all areas of traffic and transportation engineering, including safety action programs, traffic engineering, safety audits, signal design and timing, communication design, ITS, incident management, highway corridor studies, intersection design, traffic control plans, ramp metering, and performance measures.

#### KEY EXPERIENCE ►►►

- 36 years of traffic engineering experience
- Previously delivered project for improvements along the SR 372 corridor

### KELSEY DAENEN – NEPA & PUBLIC INVOLVEMENT LEAD



Kelsey has eight years of experience as a project manager, historian, environmentalist, tribal coordinator, and NEPA analyst for projects across the Southeast. Her expertise includes project management, client management, public involvement, species reporting, historic resource reporting, archaeological reporting, regulatory agency coordination, and tribal coordination. Kelsey works closely with the team to coordinate and evaluate environmental needs to assist project development from planning and concept through construction. Kelsey has experience working with federal agencies such as NPS, EPA, USFS, FWS, FCC, and FHWA, along with multiple state regulatory agencies and preservation departments.

#### KEY EXPERIENCE ►►►

- 8 years of experience with local, state, and federal regulatory and environmental agencies
- Experience in designing and managing public outreach
- Agency experience, including GDOT, NPS, EPA, USFS, FWS, FCC, and FHWA

## AVAILABILITY

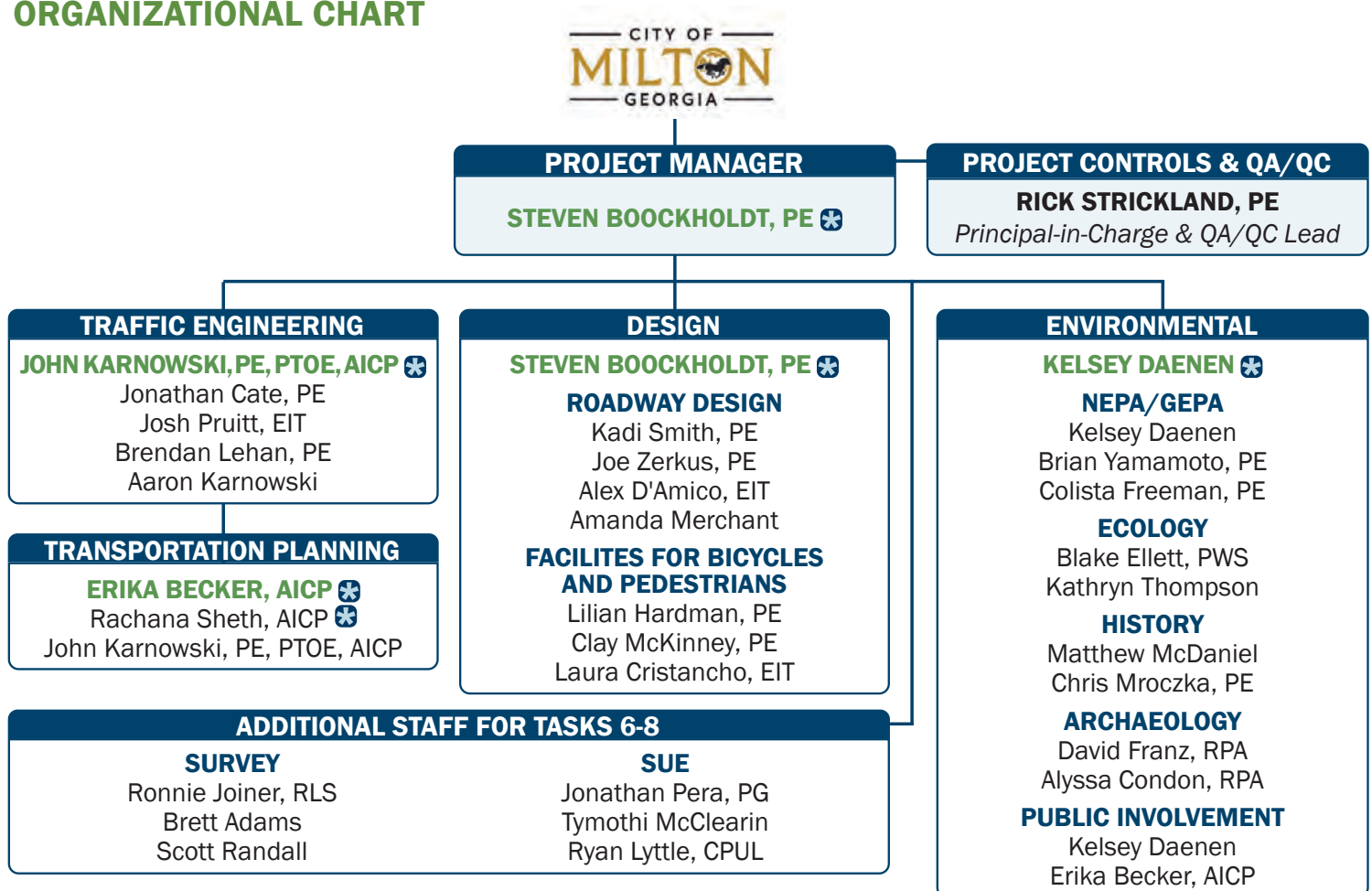
Work will be managed and performed by our Alpharetta, Georgia office. Our local staff has the availability, knowledge, and breadth of experience to successfully deliver this project.

NAME	ROLE	AVAILABILITY
Steven Boockholdt, PE	Project Manager & Roadway Design Lead	70%
John Karnowski, PE, PTOE, AICP	Traffic Lead	75%
Kelsey Daenen	NEPA/Public Involvement Lead	68%
Erika Becker, AICP	Transportation Planning Lead	72%
Rachana Sheth, AICP	Active Transportation Specialist	68%

## KEY DIFFERENTIATORS

- Proximity to site (we are located in Alpharetta)
- Local Administered Project (LAP) Certified Personnel
- GDOT LAP Project Delivery Experience
- Bike/Pedestrian Facilities Design Experts
- Highly-Qualified Multidisciplinary Team
- Fulton County Schools relationships
- Innovative Intersection Experience
- Ability to deliver 100% of the project in-house – even for phases 6, 7, and 8 if necessary

## ORGANIZATIONAL CHART



\* Resume Included in Appendix



## PROJECT CHALLENGES

The project area is in a highly developed suburban area with tight right-of-way constraints with businesses, and residences close to the roadway. The proposed corridor improvements will balance safety and operations of the corridor for all users. **Below is a summary of strategies we will employ to identify improvements needed.**

### IMPROVING PEDESTRIAN ACCOMMODATIONS

Our team will evaluate the current pedestrian traffic patterns particularly as it relates to school crossing locations and access between the residential properties and the Downtown Milton Business Improvement Area. Below are some recommendations our team has identified to be evaluated for improving bicycle and pedestrian facilities.

- **Shared Use Path Improvements:** The existing pedestrian facilities include sidewalks. Due to pedestrian traffic generators and proximity to schools, shared use paths can provide greater width to allow access for more users and increase access to bike accommodations.
- **Mid-Block Crossings:** The school pedestrian volumes are anticipated to be substantial during peak times for long durations with multiple school schedules. Our team will review the corridor for potential mid-block crossings and pedestrian hybrid beacon to facilitate safe crossings. One approach we will investigate is locating the crossings away from the closely spaced intersections to separate the pedestrians and vehicular traffic. Installation of a median refuge with the crossings will reduce the gap time needed to cross the roadway.

### IMPROVING TRAFFIC OPERATIONS

Our team will collect traffic counts and perform traffic analyses at the intersections along the corridor and make recommendations on improvements. The school traffic is a key part of the analysis. Three schools have direct access to SR 372 and there are many conflicting movements occurring throughout the morning and afternoon. Our analysis will account for vehicular, bus, pedestrians, and bike volumes during the morning peak, afternoon peak, and evening peak hours. We will consider parents dropping off and carpool lanes, bus dispatch in the afternoon that floods the road with buses, crossing guards, and teenage drivers. Several improvements have already been made in 2018 and 2019 with the SR 372 at Crabapple Road intersection lane reconfiguration, conversion of SR 372 at Heritage Walk to a roundabout, and the completion of the Heritage Walk alignment to the east of SR 372.

**The following is a summary of operational improvements our team proposes for consideration.**

- **Turn Lane Improvements:** Adding turn lanes at existing minor intersections (resulting in the removal of the turning vehicles) provides a refuge for turning vehicles and room for drivers to exit the travel lanes. The intersection spacing within the project limits averages 630 feet, including the anticipated development at 12780 Birmingham Highway. The spacing presents significant challenges to develop adequate turning storage lengths. Due to the potential for overlapping turn lane tapers for these intersections, it may be more feasible to convert the project to a three-lane typical section with a raised median. This concept facilitates other recommendations for midblock crossings.
- **Roundabout Improvements:** The existing SR 372 corridor has several roundabout intersections, including one at Heritage Walk. Converting the existing major intersections to single-lane roundabouts will change the traffic behavior in a direct manner. Drivers will no longer be able to maintain the same speed throughout as they will need to reduce speed to navigate the roundabout curvature. Roundabouts are an effective measure to reduce the number and severity of angle crashes which is the second highest cause of crashes identified in the corridor study. A mini roundabout at SR 372 and Crabapple Road may provide operational improvements while avoiding impacting the transmission guy wire, historical buildings, and impacting the gas station fuel tanks. This intersection configuration would fit the downtown look and feel, as well as reduce vehicular speeds. A mini roundabout would have the added benefit of mitigating angle crashes which account for 46% of the crashes at this intersection.
- **Signal Improvements:** For the existing intersections at SR 372 and School Drive, the signal timing and phasing will be evaluated. Adjustments at this intersection may include increasing the turn bay length to fit the queue. Phasing may be adjusted to better fit traffic conditions. The SR 372 and School Drive intersection may also be a good fit for a single lane roundabout. This would add the benefit of slowing traffic through the school zone areas.
- **School Circulation Improvement:** With the addition of a new intersection at 12780 Birmingham Highway, it is possible to create a new, four-way intersection that routes middle school traffic away from the SR 372 at School Drive intersection. The School Drive intersection currently handles both high school and middle school volumes and providing a new connection on the south side of the middle school by expanding the existing staff and faculty driveway would allow the middle school an alternative entrance and exit. In the case the circulation changes prove to not be feasible, a restricted crossing u turn could be installed to maintain operations and the roundabout at Heritage Walk would facilitate U-turns.

CONSTRUCTIBILITY

During the alternatives analysis for design concepts our team will evaluate the construction staging needs to properly construct the improvements. This includes the need for any temporary closures, detours, and temporary paving. These items would be identified early and included in the public outreach efforts. Additional right-of-ways will be identified that will be needed to facilitate construction. The concept alternatives will identify a plan to maintain pedestrian access during construction.

ENVIRONMENTAL CONSTRAINTS

Depending on the level of improvements in the approved concept design, there may be a need to request additional GDOT funding or federal funds to complete the preliminary engineering phase. The use of these funds will trigger the GEPA or NEPA process. Impacts to the Milton Community Church and Friendship Community Park as well as historical buildings will need to be closely evaluated to ensure compliance with regulations. At minimum, improvements to SR 372 are anticipated to need an encroachment permit for improvements along the state route.

REDUCING PROJECT COSTS

As the typical right-of-way width ranges from 50-60 feet, we anticipated that additional right-of-way will be required. This will be costly as the average real estate cost per SF is significantly higher than outside the city limits. Our team will identify methods of reducing the right-of-way takes needed through addition of standard or non-standard walls. Other methods include turn up or turn down walls with handrail as needed, and for minor height of grading using header curbs to reduce encroachment. We have employed these methods on other Fulton County city projects. Identifying key utility facilities to avoid will help develop alternatives that avoid unnecessary impacts to utilities. The recommendations will be evaluated independently and collectively and will be balanced to fit within the City’s project budget. A priority ranking will be coordinated between stakeholders and City staff members to identify the most beneficial and cost-effective improvements that have the largest benefit for improving the corridor.

PUBLIC ENGAGEMENT STRATEGY

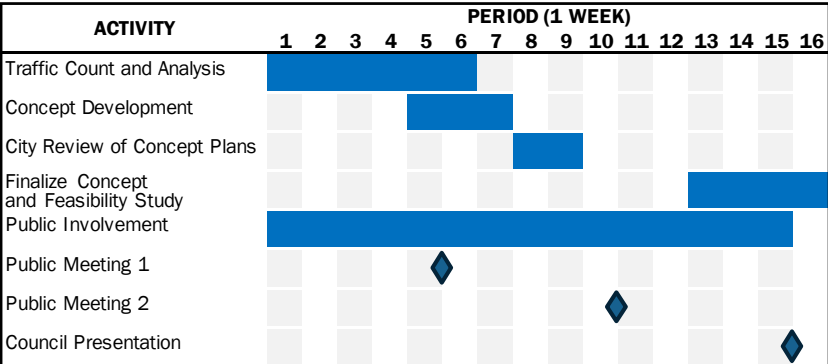
The citizens of Milton are heavily involved with their council representatives and community. Public engagement is the most crucial activity that will determine the success or failure of the project. Understanding the benefit of being transparent, clear, and concise when educating the public on a project is just as important as listening and identifying issues and solutions. For this project, NV5 proposes a comprehensive and iterative process requiring

significant public participation. Our team understands that full collaboration with the City staff and council will be completed during the public engagement planning effort. We propose the following as our engagement strategy:

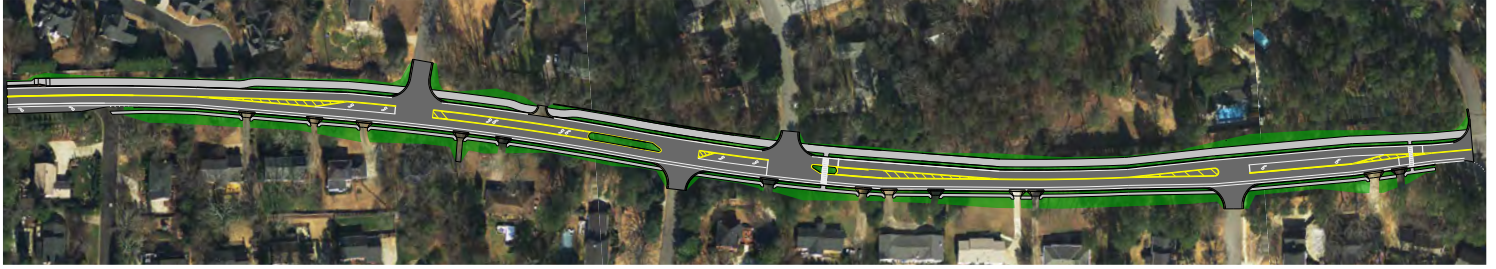
- **Stakeholder Groups:** We will create stakeholder groups, likely including one for HOA and business owners and one for Fulton County Schools. The first group will invite one representative from each neighborhood and business to meet up to two times. The Fulton County School group will be similar in nature, but represent potential differences in interests since the schools pull from a broader area than the project limits. Input from both groups will assist in balancing the competing priorities of different users.
- **Website:** We will assist the City in compiling public feedback and providing items to be shared with the public, including public meeting summaries, concept layout alternatives, and other related documents that will be hosted on the City’s website.
- **Online Survey:** We will develop a survey form with questions targeted to project specifics. We will send out invitation postcards to EDDM Postal route (direct mail) with an online survey code/link to all residents within the vicinity of the corridor and collect input from residents. The postcard can also provide charette location and times for residents preferring in-person input.

SCHEDULE

We propose a four-month schedule for development of the concept. This includes a robust public involvement strategy to identify ideas the public would like to see implemented along the corridor. Knowing that the citizens of Milton are heavily involved in their community and decisions made by the City Council, several public meetings are proposed. The first public meeting would solicit ideas from the community to identify perceived issues and corridor priorities. The second meeting would present initial concepts based on public comment supported by traffic data and analysis. The development of the traffic analysis and concept layout would run concurrent with the public involvement period. Potential locations for public meetings include the schools or city hall due to their proximity to the project site.





**MOUNT VERNON ROAD (CORNERS DRIVE TO GRAMERCY COURT)** Dunwoody, GA

NV5 is providing design services for final construction drawings and construction cost estimate for corridor improvements along Mount Vernon Road from Corners Drive to Gramercy Court. The project will add bicycle lanes, a 12-foot wide shared-use path on the north side of Mount Vernon Road, and a five-foot-wide sidewalk on the south side. The center lane will vary in use from, including a left turn lane, landscaped island, two way left turn lane, and pedestrian refuge. A mid-block Rectangular Rapid Flashing Beacon crossing will be installed near the Forest Springs Road intersection to facilitate safe pedestrians crossings with a median refuge. These improvements will lead to improved mobility and safety for all users. NV5 is providing a full suite of services for this project, including topographic and boundary survey, roadway design, right-of-way plans, lighting design, landscape architecture, public involvement, drainage improvements, and cost estimation.

**SERVICES:** Concept Development, Roadway Design, Corridor Widening, Intersection Improvements, Pedestrian and Bike Facilities Design, Urban Drainage Design Right-of-Way, Environmental, Public Involvement, Survey, SUE

**CONTACT:** Michelle Hirose, 678.356.1149, michelle.hirose@dunwoodyga.gov

**DURATION:** 2021-Present (Project was put on temporary hold in 2022)

**TEAM:** Rick Strickland, PE – Principal-in-Charge; Steven Boockholdt, PE – Project Manager & Roadway Lead; Kadi Smith, PE and Laura Cristancho, EIT – Roadway Engineers; Kelsey Daenen – Public Involvement Lead; Matt McDaniel – History Lead; Blake Ellett – Ecology Lead

**TILLY MILL ROAD (LOST MINE TRAIL TO NORTH PEACHTREE ROAD)** Dunwoody, GA

NV5 was the prime consultant for this project, providing design services for pedestrian and turn lane improvements on Tilly Mill Road between North Peachtree Road and the Lost Mine Trail. Currently, there are no sidewalks on the southbound side of this section of Tilly Mill Road. Tilly Mill Road is designated as a bike route in the transportation plan but much of the corridor has narrow lanes with a paved shoulder that varies in width from 0 to 5 feet. NV5 developed three alternative layouts for the path. Each alternative includes adding a six-foot-wide sidewalk on the southbound side of the road, with an alternate for a shared-use path, on street bicycle lanes, and maintaining the existing roadway as-is. Turn lanes were added with a Two Way Left Turn Lane for the closely spaced intersections.

**SERVICES:** Concept Development, Roadway Design, Right-of-Way, Public Involvement, Corridor Widening, Intersection Improvements, Urban Drainage Design

**CONTACT:** Ishri Sankar, 270.240.6053, isankar@tuckerga.gov **DURATION:** 2021-2022

**TEAM:** Rick Strickland, PE – Project Manager; Steven Boockholdt, PE – Roadway Lead; Joe Zerkus, PE – Roadway Engineer;

## SR 211 WIDENING, SEGMENTS 1 & 2 Gwinnett & Barrow Counties, GA

NV5 is providing design and environmental services for the widening of SR 211 from I-85 to SR 347/Friendship Road. Combined, these two projects will widen over two miles of SR 211 to a four-lane divided highway with sections of flush, raised, and depressed medians, and will replace the existing bridge over Duncan Creek. Access to adjacent properties will be provided at signalized intersections and R-CUT median openings. The project includes the design of two multi-lane roundabouts, spaced by approximately 500 feet, at the I-85 southbound ramp terminal and Tour de France Road. A 10-foot-wide multi-use path will run on the east side of SR 211 and will link the residential areas to the retail/



commercial areas via several alternative modes of transportation. The reconfiguration of the intersection at the I-85 ramp terminal allowed the bridge over I-85 to be retained and the revised lane configuration to fit within the existing bridge width including the addition of pedestrian accommodations on the east side. Segment 1 was Let in June 2022. Segment 2 is in final design and anticipated to be Let September 2025 and is on schedule for FFPR in December 2024.

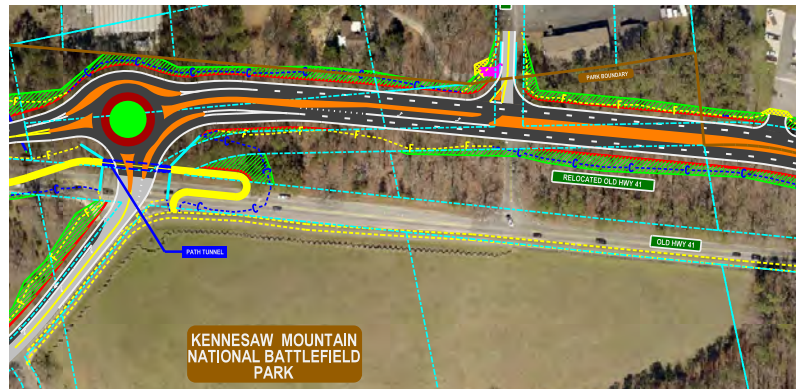
**SERVICES:** Concept Development, Roadway Design, Traffic Engineering, Intersection Improvements, Bridge Design, Geotechnical Investigations, Right-of-Way, Environmental, Public Involvement, Survey, SUE

**CONTACT:** Sandy Weinel, Braselton, 706.654.3915 ext 1027, [sweinel@braselton.net](mailto:sweinel@braselton.net) **DURATION:** 2017-Present

**TEAM:** Steven Boockholdt, PE – Project Manager & Roadway Lead; John Karnowski, PE, PTOE, AICP – Traffic Lead; Kadi Smith, PE & Lilian Hardman, PE – Roadway Engineers; Kelsey Daenen – NEPA Lead; David Franz – Archaeology Lead; Chris Mroczka, PE – History Lead; Blake Ellett – Ecology Lead

## OLD HIGHWAY 41 IMPROVEMENTS Cobb County, GA

NV5 is providing engineering services for Cobb County's improvement of Old Highway 41. The project relocates Old Highway 41 to the northern border of the Park and replaces two existing signalized intersections with hybrid multi-lane roundabouts. During concept design, numerous alternatives including symmetrical and asymmetrical widening on alignment were considered. Innovative intersection controls, such as green T, were evaluated along with traditional signals. This short segment of road presents complex challenges, including the need for increased capacity, sight distance improvements, and safety improvements. In addition,



the land surrounding the project is part of the Kennesaw Mountain National Battlefield and is protected by the National Park Service. A pedestrian tunnel design is included to separate pedestrian and vehicular traffic near the entrance to the park. The multiuse trail will be reconstructed to provide a better park user experience. The project includes multiple non standard walls to avoid impacts to residential buildings including soil nail and soldier pile special design walls.

**SERVICES:** Concept Development, Traffic Engineering, Roadway Design, Public Involvement, Geotechnical Investigations, Right-of-Way, Environmental, Corridor Widening, Intersection Improvements, Urban Drainage Design, Survey, SUE

**CONTACT:** Jenny Lee, Cobb County, 470.967.6189, [Jenny.Lee@cobbcounty.org](mailto:Jenny.Lee@cobbcounty.org) **DURATION:** 2018-Present

**TEAM:** Rick Strickland, PE – Project Manager; Steven Boockholdt, PE – Deputy Project Manager & Roadway Lead; John Karnowski, PE, PTOE, AICP – Traffic Lead; Clay McKinney, PE – Roadway Engineer; Kelsey Daenen – NEPA Lead; David Franz – Archaeology Lead; Chris Mroczka, PE – History Lead; Blake Ellett – Ecology Lead





# Addenda

Acknowledgement



**ACKNOWLEDGEMENT  
RECEIPT OF ADDENDUM #1  
RFP 24-PW11**

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](mailto:honor.motes@miltonga.gov)

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

COMPANY NAME: NV5 Engineers and Consultants, Inc.

CONTACT PERSON: Rick Strickland

ADDRESS: 10745 Westside Way, Suite 300

CITY: Alpharetta STATE: GA ZIP: 30009

PHONE: 678.245.0826 FAX: call to arrange

EMAIL ADDRESS: Rick.Strickland@NV5.com

A handwritten signature in blue ink, appearing to read "Rick Strickland", is written over a horizontal line.

Signature

ADDENDUM #1

October 7, 2024

Date

# Appendix

## Team Resumes

**STEVEN BOOCKHOLDT, PE – PROJECT MANAGER & ROADWAY DESIGN LEAD**

**EDUCATION:** B.S., Civil Engineering, Georgia Institute of Technology **EXPERIENCE:** 17 years

**LICENSES:** Professional Engineer: GA (37548), FL; GSWCC Level II Design Professional (63119)

Steven is a highly-qualified transportation professional with more than 17 years of experience in transportation engineering and project management. In his current role at NV5 previously, and previously as a GDOT group manager, he has demonstrated his ability to successfully manage a team of project managers and engineers to deliver projects with the highest quality design. He has prepared and reviewed roadway construction plans during conceptual, preliminary plans, right-of-way plans, and final plan phases. Steven's diverse project experience includes sidewalk and pedestrian design, new location bypass, interchange improvements, urban and rural corridor widening, interstate widening, signalized and roundabout intersection improvements, and bridge replacements.

**CITY OF DUNWOODY, MOUNT VERNON ROAD (CORNERS DRIVE TO TILLY MILL ROAD) DUNWOODY, GA**

NV5 is providing design services for this corridor project that will provide improvements for all users. The goals of the project are to connect the shared-use path to the west and east as the last remaining segment for the corridor and provide safety improvements by adding left turn lanes. **Contribution to Project** > *Steven serves as the project manager and lead roadway engineer of this corridor improvement during preliminary design phase of the project. He completed the 30% construction plans before the project was put on hold.*

**TOWN OF BRASELTON/GDOT, SR 211 WIDENING (SEGMENTS 1&2), PI#S 0013988/0016089 BARROW COUNTY, GA**

NV5 is providing design and environmental services to widen approximately two miles of SR 211 to a four-lane divided highway. Along the east side of the roadway, a 10-foot-wide shared-use path will accommodate multi-modal users. Access to adjacent properties will be provided at signalized intersections and r-cut median openings. These two projects, sponsored by the local government, are partially funded by GDOT and are following the PDP process. **Contribution to Project** > *Steven serves as the project manager and roadway lead for preliminary and final design of each segment. He has been involved in the FFPR for both segments, final plans for Segment 1, and right-of-way plans for Segment 2.*

**GDOT, SR 3/US 41 (CR 3551/WINDY RIDGE PARKWAY TO SR 120 ALT), PI# 0010510 COBB COUNTY, GA**

This project widens and reconstructs Cobb Parkway (SR 3/US 41) from a four-lane to a six-lane urban section. The existing 14-foot-wide flush median will become a 20-foot-wide raised median, and pedestrian accommodations will be improved by the addition of a 10-foot-wide shared-use path on the west side to connect to the Braves stadium. **Contribution to Project** > *Steven was the deputy project manager and roadway lead during the concept phase. He completed the conceptual layout and GDOT concept report.*

**GWINNETT COUNTY DOT/GDOT, JIMMY CARTER BOULEVARD AT BUFORD HIGHWAY, PI# 0015983 GWINNETT COUNTY, GA**

Steven provided right-of-way and final design services for this Gwinnett County project. The project will provide operational and safety improvements to the intersection by providing additional auxiliary lanes and modifying the signal at South Peachtree Street. The significant right-of-way constraints provided several design challenges on this project which resulted in the use of several retaining walls and a non-standard grading approach on the border areas. **Contribution to Project** > *Steven was the deputy project manager and lead roadway engineer for design services, including geometric design, urban drainage design, and staging/erosion control.*

**CITY OF DUNWOODY, TILLY MILL ROAD (LOST MINE TRAIL TO NORTH PEACHTREE ROAD) DUNWOODY, GA**

NV5 provided design services for the concept development of this corridor project that will provide improvements for all users. NV5 developed three concept alternatives that included adding a six-foot-wide sidewalk on the southbound side of the road, and alternates for a shared-use path, on street bicycle lanes, and maintaining the existing roadway as-is. **Contribution to Project** > *Steven served as the lead roadway engineer during concept design phase of the project. He completed the concept layouts for three alternatives to be evaluated by city residents.*

**COBB COUNTY DOT, OLD 41 HIGHWAY IMPROVEMENT, PI# 0016410 COBB COUNTY, GA**

NV5 is providing engineering services for improvements to Old Highway 41, including widening from two to four lanes, adding a raised median, and relocating Old 41 to the north. The signalized intersections will be converted to hybrid multi-lane roundabouts. The Kennesaw Mountain National Battlefield surrounds the project and is protected by the National Park Service. Pedestrian accommodations include a tunnel under Old 41 to maintain connectivity. **Contribution to Project** > *Steven is the roadway lead for preliminary and final design responsible for developing construction plans. He is involved with coordination to complete the EA.*

## JOHN KARNOWSKI, PE, PTOE, AICP – TRAFFIC LEAD



**EDUCATION:** B.S., Civil Engineering, Georgia Institute of Technology **EXPERIENCE:** 36 years

**REGISTRATION:** Professional Engineer: GA, FL, AL, NC, SC, TN, KY, MI, WA, ID, OR, TX, VA, LA, AR; Professional Traffic Operations Engineer; American Institute of Certified Planners

John has worked in both the public and private transportation sectors for over 36 years. He has acquired experience in virtually all areas of traffic and transportation engineering, including safety action programs, traffic engineering, safety audits, signal design and timing, communication design, ITS, incident management, highway corridor studies, intersection design, traffic control plans, ramp metering, and performance measures.

### TRAFFIC IMPACT STUDIES NATIONWIDE

John has managed and performed over 7,000 studies throughout the US, Canada, Mexico, and Australia.

**Contribution to Project** ▶ *John managed data collection, analyzed existing conditions and needed improvements, estimated the number of vehicular trips the project was expected to generate, determined where the trips were anticipated to be coming from and going to, estimated the volume of traffic when the project was complete and occupied, predicted future roadway conditions, recommended improvements, and documented the results.*

### COBB COUNTY DOT, OLD 41 HIGHWAY IMPROVEMENT, PI# 0016410 COBB COUNTY, GA

NV5 is providing engineering for the improvement of Old Highway 41. This short segment presents challenges, including the need for increased capacity, sight distance improvements, and safety improvements. In addition, the land surrounding the project is part of the Kennesaw Mountain National Battlefield and is protected by the National Park Service. **Contribution to Project** ▶ *John is the traffic engineer of record for the project for traffic forecasting, signal warrant studies, capacity analysis, roundabout analysis, and crash analysis. He used the Highway Safety Manual to determine safety mitigation measures as well as Synchro and Sidra to improve operations.*

### UNIVERSITY OF GEORGIA PEDESTRIAN STUDY ATHENS, GA

This study measure interactions and conflicts between heavy vehicular traffic, transit, and pedestrian through the heart of the campus. The study involved a series of short term, mid-term, and long-term measures to develop and, incorporate traffic calming, traffic control, and pedestrian safety, improving operations for all modes through and across the corridor. Measures included intersection and traffic signal enhancements, traffic signal coordination, improved pedestrian crosswalks (including raised crosswalks and raised intersections), pedestrian plazas and queuing areas, sidewalks relocated away from vehicles, and improved bus bays and pickup/drop-off areas. **Contribution to Project** ▶ *John was project manager, leading all studies and managing the development of all deliverables.*

### US 411/SR 20 AT S-JV BATTERY PLANT S-JV BARTOW COUNTY, GA

NV5 completed traffic signal design plans for two installations for a new multi-million square foot manufacturing facility in rural northwest Georgia. The EV battery plant is one of the largest projects of its kind in the Southeast and the traffic accommodations for the site were a key factor in the state's negotiations with the owner. NV5 conducted the traffic studies and due diligence analysis, including signal warrant studies. **Contribution to Project** ▶ *John was the Engineer of Record for the project and provided signal, signing, marking, guardrail, and advance warning devices design for two intersections as well as traffic signal timing plans.*

### UNIVERSITY OF GEORGIA, BALDWIN STREET ATHENS, GA

This project studied the closure of Baldwin Street from Lumpkin Street to Jackson Street. Baldwin Street, the main east-west corridor in the northern portion of the campus, carries a significant amount of vehicular traffic, including up to one bus per minute during peak hours. It also carries a substantial amount of pick up/drop off traffic (which dramatically impacts operations during class turnover). **Contribution to Project** ▶ *John managed the team that made recommendations on how best to accommodate all modes of traffic in the safest possible ways.*

### TOWN OF BRASELTON/GDOT, SR 211 WIDENING (SEGMENTS 1&2), PI# 0013988/0016089 BARROW COUNTY, GA

NV5 is providing design and environmental services for the widening of SR 211 from I-85 to SR 347/Friendship Road. Combined, these two projects will widen over two miles of SR 211 to a four-lane divided highway. PI# 0013988 also includes the design of two multi-lane roundabouts, spaced by approximately 500 feet, at the I-85 southbound ramp terminal and Tour de France Road. These local government sponsored projects are partially funded by GDOT and are following the PDP process. **Contribution to Project** ▶ *John is serving as traffic lead, responsible for traffic forecasting, traffic analysis, roundabout analysis, signal warrant and design, and Intersection Control Evaluation (ICE).*



## ERIKA BECKER, AICP – TRANSPORTATION PLANNING LEAD



**EDUCATION:** Masters, Urban and Regional Planning, Florida State University; Masters, Public Administration, Florida State University; B.S., Political Science, Florida State University

**EXPERIENCE:** 22 years **REGISTRATION:** American Institute of Certified Planners

Erika has 22 years of experience as an urban and regional planner in both the public and private sectors. She has a wide range of professional experience in transportation and land use planning, including traffic impact, master planning, policy development, local community development, pedestrian and bicycle planning, and community involvement. Erika has provided planning for a wide variety of transportation projects, including safety action plans, master plans, corridor/small area plans, and traffic impact studies.

### DEVELOPMENT OF REGIONAL IMPACT (DRI) TRAFFIC STUDY, MULTIPLE SITES STATEWIDE, GA

As a part of the on-going efforts to affect the development process in the area, the Georgia Regional Transportation Authority (GRTA) adopted specific study rules for developments deemed regionally significant. As a result, the traffic impact study and planning studies requirements were greatly increased over the “normal” traffic study.

**Contribution to Project** ➤ Erika worked closely with GRTA, local governments, and developers to navigate this process. She has participated in dozens of such studies, including those that qualify for the Alternative Study Option analysis.

### TRAFFIC IMPACT STUDIES STATEWIDE, GA

Erika has managed and performed hundreds of studies throughout the state. **Contribution to Project** ➤ Erika managed data collection efforts, analyzed existing roadway conditions and needed improvements, estimated the number of vehicular trips the project was expected to generate, determined where the project's trips were anticipated to be coming from and going to, estimated the volume of traffic expected when the project was complete and occupied, predicted future roadway conditions and recommended improvements, and documented results.

### ROSWELL TOWN SQUARE/ATLANTA STREET CORRIDOR PLAN ROSWELL, GA

This project included participation and presentation of transportation issues at City Council sessions, stakeholder meetings and public meetings, existing conditions analysis, analysis of existing pedestrian and bicycle traffic, preparation of recommendations for managing transportation demand and traffic congestion in the corridor, modeling the three highest priority road/intersection improvement recommendations, preparation of typical corridor right-of-way cross-section and concept plan, and preparing the transportation element of the LCI Plan.

**Contribution to Project** ➤ Erika was a planner overseeing the transportation component. She recommended the adoption of policies and projects based on existing and future needs and resources as they relate to transportation facilities, land use, and environmental factors.

### FLOVILLA/INDIAN SPRINGS MASTER PLAN BUTTS COUNTY, GA

This project developed the master plan for Flovilla/Indian Springs. **Contribution to Project** ➤ Erika worked to bring focus to the planning and regulatory process for implementation of the master plan. Specifically guided the development of five overlay districts based on the historic and natural resources found in the area and the existing and projected future residential and transportation needs of the community.

### GDOT, STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM PUBLIC INVOLVEMENT STATEWIDE, GA

Worked as the project manager for the public involvement element of the Statewide Transportation Improvement Program (STIP), which is Georgia's four-year transportation capital improvement program. A series of public meetings are held annually throughout rural Georgia to educate the public and to receive comments on transportation projects and programs for Georgia's non-urbanized counties. Goody Clancy, Roswell Town Square/ Atlanta Street Corridor Plan, Roswell, GA. **Contribution to Project** ➤ Erika worked as a project planner to oversee the transportation component of the Roswell LCI project. She recommended the adoption of specific transportation related policies and projects based on existing and future needs and resources of the study area as they relate to transportation facilities, land use and other environmental factors. Project tasks included the following: participation and presentation of transportation issues at City Council work sessions, stakeholder meetings and public meetings, existing conditions analysis to include traffic and transportation patterns and volumes, analysis of existing pedestrian and bicycle traffic, preparation of recommendations for managing transportation demand and traffic congestion in the corridor, modeling of the three highest priority road and intersection improvement recommendations, preparation of proposed typical corridor ROW cross-section and concept plan and preparation of the transportation element of the City of Roswell LCI Plan.

## RACHANA SHETH, AICP – ACTIVE TRANSPORTATION SPECIALIST



**EDUCATION:** M.S., City & Regional Planning, Pratt Institute; B.Arch., Kamala Raheja Vidyanidhi Institute for Architecture

**EXPERIENCE:** 18 years    **REGISTRATION:** American Institute of Certified Planners

Rachana is a senior urban designer and planner with a background in land use planning and architecture. At NV5, she has worked on statewide trail planning, Vision Zero Action Plans, bicycle/pedestrian plans, visioning public outreach, and zoning studies. Rachana has professional experience in preparing redevelopment plans, master plans, urban design guidelines, downtown revitalization plans, and zoning studies. She also has experience working on planning and policy projects focusing on affordable housing, environmental justice, and sustainability.

### NJDOT, MONTCLAIR SAFE COMPLETE STREETS IMPLEMENTATION PLAN    MONTCLAIR, NJ

This project provided guidance towards ensuring that Montclair's streets are designed to encourage safe driving, bicycling and walking and to advance the Township's Complete Streets philosophy. **Contribution to Project** ➤ *Rachana's tasks on this project included a field assessment of current conditions, identifying network recommendations, developing street typologies and an implementation guide.*

### BERGEN COUNTY CENTRAL BERGEN BICYCLE AND PEDESTRIAN PLAN    BERGEN COUNTY, NJ

This project involved a bicycle and pedestrian plan for eight municipalities within Bergen County to assist the County in implementing their Complete Streets Policy by identifying key routes/locations for improved bicycle and pedestrian infrastructure. **Contribution to Project** ➤ *Rachana's tasks on this project included data analysis, developing bicycle and pedestrian design concepts, mapping, preparation for public meetings, workshop materials and report writing.*

### NJDOT, ROUTE 130 PEDESTRIAN ROAD SAFETY AUDIT    BURLINGTON CITY & DELRAN, NJ

For this project, a corridor study was prepared to improve pedestrian safety along various portions of Route 130 in Burlington City and Delran. **Contribution to Project** ➤ *Rachana's tasks on this project included field assessment, data collection and conducting a pedestrian road safety audit workshop with key stakeholders. The final report included corridor-wide and site-specific recommendations including an implementation matrix (engineering, education, and maintenance measures), conceptual plans, and funding sources.*

### BOROUGH OF HIGHTSTOWN, HIGHTSTOWN MOBILITY MASTER PLAN    HIGHTSTOWN, NJ

The team worked with the Borough of Hightstown, NJDOT and Stokes Creative Group in developing a Mobility Master Plan. The goal was to develop a community-wide mobility master plan to guide efforts to develop a connected, multi-modal transportation network with safe and accessible walking and bicycling facilities for people of all ages and abilities.

The final Mobility Master Plan was adopted as an element of the Borough's Master Plan. **Contribution to Project** ➤ *As project manager, Rachana's tasks included data collection and analysis, field visits, developing an "virtual" outreach plan with online and in-person tools during the pandemic, concept and network development, facilitating meetings and final report with an implementation matrix.*

### ROUTE 22 PEDESTRIAN ROAD SAFETY AUDIT    NORTH PLAINFIELD, NJ

A corridor study was prepared to improve pedestrian safety along a two-mile-long segment of Route 22. **Contribution to Project** ➤ *Rachana's tasks on this project included field assessment, data collection and conducting a pedestrian road safety audit workshop with key stakeholders. The final report included corridor-wide and site-specific recommendations including an implementation matrix (engineering, education, and maintenance measures), conceptual plans, and funding sources.*

### NJDOT, ROUTE 27 PEDESTRIAN ROAD SAFETY AUDIT    NEW JERSEY

NV5 is providing the Route 27 Pedestrian Road Safety Audit task in order to improve the overall safety of this dangerous corridor. The Road Safety Audit and recommendations will include an overview of the Safe System Approach, ADA-compliance with a focus on FHWA's Proven Safety Countermeasures. **Contribution to Project** ➤ *As project manager and senior transportation planner, Rachana is managing the project and has developed the project schedule, scope of work, and costs. She facilitated and presented project overview and next steps in a virtual/online kickoff meeting with NJDOT project managers and key NJDOT staff. She also conducted field visits with NJDOT staff and the team, interviewed local stakeholders, evaluated bicycle and pedestrian access and safety concerns, existing conditions analysis, lighting assessments, crash data analysis, background research, traffic data analysis, speed study, and GIS mapping. Rachana reviewed local, county, and regional land use, master plan and transportation plans, and prepared a memorandum of existing conditions.*

**KELSEY DAENEN – ENVIRONMENTAL & PUBLIC INVOLVEMENT LEAD**

**EDUCATION:** M.A. Anthropology, Georgia State University, 2017; B.S. Anthropology, Kennesaw State University, 2013

**REGISTRATION:** N/A **EXPERIENCE:** 8 years

Kelsey has eight years of experience as a project manager, historian, environmentalist, tribal coordinator, and NEPA analyst for projects across the Southeast. Her expertise includes project management, client management, public involvement, species reporting, historic resource reporting, archaeological reporting, regulatory agency coordination, and tribal coordination. Kelsey works closely with the team to coordinate and evaluate environmental needs to assist project development from planning and concept through construction. Kelsey has experience working with federal agencies such as NPS, EPA, USFS, FWS, FCC, and FHWA, along with multiple state regulatory agencies and preservation departments.

**TOWN OF BRASELTON/GDOT, SR 211 WIDENING  
(SEGMENTS 1&2), PI#S 0013988/0016089  
BARROW COUNTY, GA**

NV5 is providing design and environmental services to widen approximately two miles of SR 211 to a four-lane divided highway. Along the east side of the roadway, a 10-foot-wide shared-use path was designed to accommodate multi-modal users. Access to adjacent properties will be provided at signalized intersections and r-cut median openings. These two projects, sponsored by the local government, are partially funded by GDOT and are following the PDP process. **Contribution to Project** > *Kelsey is the lead NEPA Analyst on the two projects. Kelsey has been responsible for project efficiency through managing time, budgets, schedules, environmental updates, and contributing to field plan meetings. Kelsey will work with the design team during final design for Segment 2 of the SR 211 corridor and assist in moving the project to completion.*

**GDOT, SR 17 WIDENING, PI# 222260-  
WILKES COUNTY, GA,**

NV5 provided design of the widening of this GRIP corridor from two to four lanes utilizing approved design variances to minimize costs and impacts to the environment and private properties. The opposing lanes will be separated by four-foot and 14-foot flush medians throughout their length. **Contribution to Project** > *Kelsey was the lead NEPA Analyst, establishing the environmental analysis process during preliminary design phase including taking the lead on the public involvement process through a Public Information Open House. Kelsey assisted in the Practicable Alternatives Review (PAR) and Local Coordination Procedures (LCP). She was responsible for managing time, budgets, schedules, environmental updates, and contributing to the Preliminary Field Plan Review (PFPR) process.*

**COBB COUNTY DOT, OLD 41 HIGHWAY IMPROVEMENT,  
PI# 0016410 COBB COUNTY, GA**

This realignment and widening presents complex challenges, including the need for increased capacity, sight distance improvements, and safety improvements. The surrounding

land is part of the Kennesaw Mountain National Battlefield and protected by the National Park Service. A shared-use path and pedestrian tunnel are being added to provide a safer environment and better connectivity for park visitors. This project is sponsored by local government with GDOT oversight. **Contribution to Project** > *Kelsey is the lead NEPA Analyst for this widening and realignment project. Kelsey led the team in establishing the environmental analysis process during preliminary design phase including taking the lead on the public involvement process through a Public Involvement Open House. She has also coordinated closely with the FHWA and NPS to ensure the approval of the Environmental Assessment. Kelsey has been responsible for project efficiency through managing time, budgets, schedules, environmental updates, and contributing to the PFPR process. Kelsey will lead the project through the Public Hearing Open House process and work closely with the design team during final design phase to ensure the project moves towards completion.*

**GDOT, SR 120 OVER CHATAHOOCHEE RIVER BRIDGE  
REPLACEMENT FULTON & GWINNETT COUNTIES, GA**

This project widens approximately 2.5 miles of SR 120 from Medlock Bridge Road to Peachtree Industrial Boulevard from two to four through lanes. Side roads will also be improved. The existing bridge will be widened/reconstructed across the Chattahoochee River. Pedestrian and bicycle accommodations will be provided for this urban corridor. Public involvement plays a big role on this project and includes extensive meetings with neighborhoods, NPS, the multi-lingual community, as well as Johns Creek, Duluth, and Gwinnett County. **Contribution to Project** > *Kelsey is the lead NEPA Analyst for the project, including coordination with the National Park Service, including Section 4(f) analysis and an EA Reevaluation. Kelsey has worked closely with FHWA and NPS to ensure project efficiency with multiple lead agencies. She is responsible for managing time, budgets, environmental updates, participation in the Final Field Plan Review (FFPR), and working with the design team to move the project forward.*



**SECTION 5: COST PROPOSAL****MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE**  
**RFP 24-PW11: Cost Proposal (Tasks 1-5 only)**

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal. There is no maximum page limit to Section 5.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price.

Task 1: \$ 4,500Task 2: \$ 15,000Task 3: \$ 26,100Task 4: \$ 9,800Task 5: \$ 3,500Print Total Price (Tasks 1-5 only): \$ 58,900Print Total Price in Words: Fifty-Eight Thousand Nine Hundred Dollars  
(Tasks 1-5 only)

\*Please also provide a list of hourly rate(s). This can be provided on a separate sheet of the Offeror's own form.

Print/Type Company Name and Address:

NV5 Engineers and Consultants, Inc, 10745 Westside Way, Suite 300, Alpharetta, GA 30009Authorized Signature  Date October 8, 2024Print/Type Name and Title Rick Strickland, Vice President

Description	Hourly Rate
Principal-in-Charge	\$260
Senior Project Manager	\$225
Project Manager	\$195
Senior Engineer	\$185
Engineer	\$160
Associate Engineer	\$145
Technician	\$120
CADD Technician	\$105
Admin	\$70
Principal Surveyor	\$175
Project Surveyor	\$150
Survey Crew 2 - man	\$150
Survey Crew 3 - man	\$175
Aerial Survey	\$2,000
Mobile Scanner	\$3,000
SUE Crew	\$220
Vac Crew	\$350
Principal Planner	\$260
Senior Planner	\$210
Planner	\$140
Supervising Landscape Architect	\$195
Project Landscape Architect	\$145
Landscape Designer	\$115
Environmental Manager	\$210
Environmental Scientist	\$150
Environmental Technician	\$100
Lighting Engineer	\$170
Lighting Designer	\$125



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

1/8/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 1491108 NV5 Engineers and Consultants, Inc. 10745 Westside Way, STE 300 Alpharetta GA 30009	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Fire Insurance Company	
	<b>INSURER B:</b> Navigators Specialty Insurance Company	
	<b>INSURER C:</b> Twin City Fire Insurance Company	
	<b>INSURER D:</b> Everest Indemnity Insurance Company	
<b>INSURER E:</b> National Fire and Marine Insurance Co		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 21283013 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	21 CSE S88600	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	21 CSE S88601	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	GA24UMRZ0HBL9IC	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	22 WE BE9P58	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	XC3EX00564-241 42-EPP-321328-03 22 UUN AF9909	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	Ea. Claim/Agg. \$10M/\$10M Ea. Claim/Agg. \$10M/\$20M Limit \$20,415,609

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

RE: Design Services for SR372 Operational & Safety Improvements.

City of Milton, Georgia is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of City of Milton, Georgia if required by written contract with respect to General Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

**21283013**City of Milton, Georgia  
2006 Heritage Walk  
Milton GA 30004

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

AUTHORIZED REPRESENTATIVE

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**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:

455751

Federal Work Authorization User Identification  
Number

October 11, 2011

Date of Authorization

NV5 Engineers and Consultants, Inc.  
Name of Contractor

Design Services for SR372 Operational &  
Safety Improvements  
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 22 January, 20 25 in  
Alpharetta (city), GA (state).



Signature of Authorized Officer or Agent

Rick Strickland, Vice President  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 22nd DAY OF

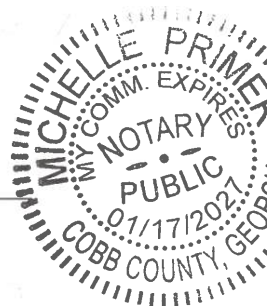
January, 20 25

Michelle Primer  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

01/17/2027





N/A

**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 NV5 Engineers and Consultants, 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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Design Services for SR372 Operational &  
Safety Improvements

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:

\_\_\_\_\_

**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]