

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members

FROM: Sara Leaders, PE, Public Works Director

DATE: Submitted on June 16, 2025, for the July 7, 2025, Regular City Council

Meeting

AGENDA ITEM: Approval of a Professional Services Agreement with BM&K, Inc. for

Construction Engineering and Inspection Services (RFP 25-PW02)

DocuSigned by:

—Docusigned by: Steven Eroko

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SUMMARY:

The purpose of this contract is to provide on-call construction engineering and inspection services on an as-needed basis when delivery of construction projects exceeds the capability of internal staffing levels. The intent of the contract is to issue tasks orders for specific capital projects when required.

RFP 25-PW02 was issued on March 13, 2025. Procurement received 8 proposals. Staff is recommending award to BM&K based on their combined top score of the technical proposal and their proposed cost.

FUNDING AND FINANCIAL IMPACT:

Funding for future task orders will be provided by the specific capital project budget.

ALTERNATIVES:

If this contract is not approved, capital project delivery could be negatively impacted.

PROCUREMENT SUMMARY (if applicable)

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – June 16, 2025

Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – May 16, 2025

Concurrent Review: Steven Krokoff, City Manager –

ATTACHMENT(S):

Professional Services Agreement

— Docusigned by: Bernadette Harvill — ED09D88B47F7499...



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PROFESSIONAL SERVICES AGREEMENT Construction Engineering and Inspection Services

THIS AGREEMENT is made and entered into this _____ day of _______, 20 (the "Effective Date"), by and between the CITY OF MILTON, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004,(hereinafter referred to as the "City"), and BM&K, INC., a Georgia corporation located at 6700 Highway 53, Braselton, GA 30517, (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. <u>Agreement.</u> 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.** <u>Project Description.</u> The "Project" at issue in this Agreement is generally described as: provide Construction Engineering and Inspection Services (CEI) on various capital improvement projects on an -as need basis.
- 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, it being acknowledged that Consultant shall be provided reasonable time to employ safe and sound engineering practices, and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, on or before September 30, 2031 (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A.
- § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each calendar year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by City.

II. WORK CHANGES

A. <u>Change Order Defined.</u> 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. <u>Authority to Execute Change Order.</u> 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.** Contract Price. The total daily and hourly rates paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall be in accordance with those listed on the attached Exhibit B, based upon the rates provided in Consultant's Cost Proposal and annual escalator of 4.25% as stated in Exhibit "B".
- C. <u>Reimbursement for Costs.</u> The rates 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, but not as a fiduciary, 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.** <u>Budgetary Limitations.</u> 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. <u>City's Reliance on the Work.</u> 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.** <u>Consultant's Reliance on Submissions by City.</u> 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. <u>Consultant's Representative.</u> <u>Don Clerici</u> 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.
- 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 resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, and attorneys (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 reasonable 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, 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) <u>Minimum Limits of Insurance</u>: 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) <u>Deductibles and Self-Insured Retentions</u>: 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) <u>Other Insurance Provisions</u>: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
 - (a) <u>General Liability, Automobile Liability and (if applicable) Umbrella</u> Liability Coverage.
 - (i) Additional Insured Requirement. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, and servants (individually "Insured Party" and collectively

"Insured Parties") shall be named as additional insureds (or such insurance should have a blanket additional insured endorsement) 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. 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) <u>Workers' Compensation Coverage</u>. 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) <u>All Coverages</u>.

(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 within five (5) business days of 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) <u>Claims-Made Policies</u>: 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, if reasonably available at commercially affordable rates.
- (9) <u>City as Additional Insured and Loss Payee:</u> 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) <u>Progress Payments:</u> 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. <u>Employment of Unauthorized Aliens Prohibited</u> 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.]

	1001
	100 or more employees.
X	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 legers, 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: Upon five (5) business days' written notice to Consultant, 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 of Consultant's facilities and activities related to this Agreement 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 subconsultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

Confidentiality. Consultant acknowledges that it may receive confidential M. information of City that is expressly marked, designated, identified, or otherwise verbally labelled as 'confidential,' 'internal,' 'restricted,' 'private,' or 'proprietary' at the time of disclosure 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. Confidential information shall not extend to: (a) information that at the time of disclosure or subsequently is published or otherwise generally available to the public other than through any act or omission on the part of Consultant; (b) information that Consultant can demonstrate by written records was lawfully in the possession of Consultant at the time of disclosure and not otherwise subject to any form of non-disclosure agreement; (c) information that Consultant can demonstrate by written records was acquired from a third party who had the lawful right to make such disclosure; (d) information that Consultant can demonstrate by written records was independently developed by Consultant without reference to the materials comprising the information disclosed under this Agreement; (e) information that Consultant is required to disclose pursuant to applicable law, legally enforceable order, decree, or other regulation or rule, or by deposition or trial testimony pursuant to subpoena; or (f) information that, if left undisclosed, would constitute a threat to the health, safety, or welfare of the public.

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. <u>Key Personnel.</u> 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. <u>Meetings.</u> 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. <u>Authority to Contract.</u> 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. <u>Consultants Assisting with Procurement.</u> 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. <u>Right of Entry.</u> 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. <u>City's Representative.</u> <u>Matthew Fallstrom, Public Works Manager</u>, 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, or so long as no services authorized by any purchase or work order are pending completion upon thirty (30) days' written notice to City. 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. <u>Statutory Termination</u>. 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, but only to the extent that such charge does not constitute an improvement beyond the scope of work for which Consultant was originally contracted.
- E. <u>Conversion to Termination for Convenience</u>. 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. <u>Entire Agreement.</u> 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.** <u>Successors and Assigns.</u> 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.

- 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.** <u>Business License.</u> 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) <u>Communications Relating to Day-to-Day Activities.</u> 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.
- 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:

BM&K, Inc. Attn: Don Clerici, PE 6700 Highway 53 Braselton, Gorgia 30517

With copy to:

LJA Engineering, Inc. Attn: General Counsel 3600 W. Sam Houston Pkwy S. Suite 600

- G. <u>Waiver of Agreement</u>. 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.** <u>Survival.</u> 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. <u>No Third Party Rights.</u> 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. <u>Sovereign Immunity: Ratification.</u> 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. <u>Limitation of Liability.</u> To the fullest extent permitted by law, Consultant's total liability to City or any other party claiming by or through this Agreement for any and all claims, losses, expenses or damages whatsoever arising out of or in any way related to the services or this Agreement from any causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of applicable insurance required herein. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived.

Counterparts; Agreement Construction and Interpretation. 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.

This

M.

- Force Majeure. Neither City nor Consultant shall be liable for its respective non-N. 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.
- Material Condition. Each term of this Agreement is material, and Consultant's O. 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: BIVIAK, IIIC.
	Signature:
	Print Name: Donald Clerici, Jr.
	Title: [CIRCLE ONE] President/Vice President (Corporation)
Attest/Witness:	[CORPORATE SEAL] (required if corporation) SEAL 2006 GEORGIA
Signature: W. Subject McDonald Title: Vice President (Assistant) Corporate Secret	etary (required if corporation)
	CITY OF MILTON, GEORGIA
	By: Peyton Jamison, Mayor
Attest:	[CITY SEAL]
Signature:Print Name:Title: City Clerk	
Approved as to form:	
Jennifer Melall 6/3/202! City Attention Date	

EXHIBIT "A"



REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

RFP Number:

RFP Title:

25-PW02

Construction Engineering and Inspection Services

Due Date and Time: April 3, 2025, by 2:00 pm EST

*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 Number of Pages: 45

ISSUING DEPARTMENT INFORMATION

Issue Date: March 13, 2025

City of Milton

Public Works Department 2006 Heritage Walk

Milton, GA 30004

Phone: 678-242-2500

Website: www.miltonga.gov

INSTRUCTIONS TO OFFERORS

Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at

www.miltonga.gov/finance/bids-rfps

If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group. Mark Envelope/Package: RFP Number: 25-PW02 Name of Company or Firm

Special Instructions:

Deadline for Written Questions March 24, 2025, by 5:00 PM EST

Submit questions online via the BidNet Direct procurement portal at

www.miltonga.gov/finance/bids-rfps

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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Schedule of Events

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Section 2: RFP Standard Information

Section 3: Scope of Services

Section 4: Offeror Qualifications

Section 5: Cost Proposal

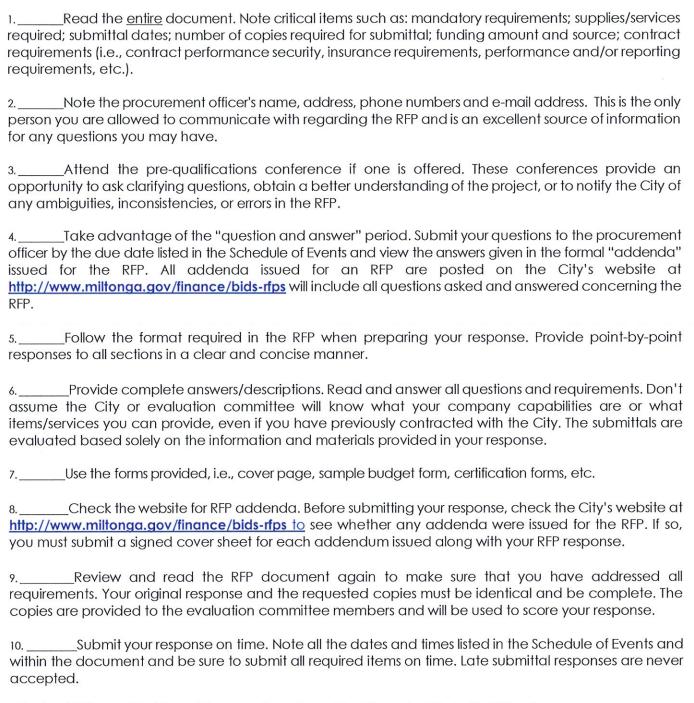
Section 6: Evaluation Criteria

Section 7: Standard Contract Information

Sample Standard Contract

OFFEROR'S RFP CHECKLIST

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



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		
· ·	the Milton Official to whom the camp n for each official to whom a contribut	
	escription of each campaign contribution ponent to the named Milton Official.	on made over the past
Amount/Value	Description	
Please list any family member that by the City of Milton and your rela	is currently (or has been employed with ation:	in the last 12 months)



RFP# 25-PW02 PROPOSAL LETTER MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (25-PW02), Construction Engineering and Inspection Services.

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	I hereby declare under penalty of perjury that the foregoing is true and correct.	
Date of Authorization	Executed on,, 20 in(state).	
Name of Contractor	Signature of Authorized Officer or Agent	
Construction Engineering and Inspection Services		
Name of Project	Printed Name and Title of Authorized Officer or Agent	
City of Milton, Georgia		
Name of Public Employer	SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,20	
	NOTARY PUBLIC	
	NOTAKT FOBLIC	
	[NOTARY SEAL]	
	My Commission Expires:	

SCHEDULE OF EVENTS

Task	Date
Issue RFP	March 13, 2025
Site Visit (recommended, but not mandatory)	n/a
Deadline for Questions	March 24, 2025, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, March 27, 2025
Proposals Due	By 2:00 p.m. EST on April 3, 2025
Award Contract	May 5, 2025 (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

10.0 BACKGROUND AND STATEMENT OF INTENT

The City of Milton is requesting proposals from qualified consultants to provide Construction Engineering and Inspection (CEI) services on various capital improvement projects on an as-needed basis. These CEI services include project management, on-site inspections, and quality control to ensure construction meets approved plans and safety standards. These services also cover schedule and budget oversight, regulatory compliance, and project close out support. Qualified consultants who are currently under contract with Public Works are not excluded from pursuing this RFP.

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

The annual contract term is based on the City's fiscal year of October 1 through September 30th with the potential for five (5) annual renewals.

10.1 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

10.2 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 March 24, 2025**. 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 **March 27**, **2025**. 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. <u>Mandatory Requirements.</u>

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.

10.3 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.

10.4 SUBMITTING PROPOSALS

Offerors must organize their proposal into sections that follow the following format. This RFP is for one proposal that includes all intersection projects.

A. <u>Submittal Requirements.</u>

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. Technical Proposal:
 - a. No more than six (6) pages
 *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. Cover Letter (no more than 2 pages)
- b. Inspection Team and Support Staff (2 pages) include organization chart with proposed inspectors listed, other staffing to support, qualifications of the inspection team, and what sets the team apart
- c. Related Projects and References (2 pages)
 - 1. Describe at least three (3) similar projects or clients with inspection services, references and the degree of involvement of the team
- d. Pricing (See Section 5.0)
- 5. Applicable Addenda Acknowledgement Forms (if necessary)
- 6. 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. <u>Electronic Submittal Required and Deadline for Receipt of Proposals.</u>

Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps by 2:00 PM on April 3, 2025. 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. <u>Late Proposals.</u>

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.

10.5 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.

10.6 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. <u>Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.</u>

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,
- 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,
- 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
- 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 requesting proposals from qualified consultants to provide Construction Engineering and Inspection (CEI) services on various capital improvement projects on an asneeded basis. The projects could include construction of improvements in transportation, stormwater, facilities, active parks, and passive parks. Inspection work under this contract and project funding could include federal grants, state grants, or 100% locally funded. Projects will use GDOT Standards and Specifications (latest edition). These CEI services include project management, on-site inspections, and quality control to ensure construction meets approved plans and safety standards. These services also cover schedule and budget oversight, regulatory compliance, and project close out support.

3.1 GENERAL SCOPE OF SERVICES

It shall be the Consultant's responsibility to coordinate and conduct all necessary inspections, documentation, and oversight activities to ensure the successful completion of each assigned project. Milton will not provide any equipment or resources such as vehicles, laptops, or cell phones that the inspector may require to complete their work. The completed construction must fully comply with all applicable local, state, and federal laws, codes, and regulations, including but not limited to:

- 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) and Public Right of Way Accessibility Guidelines (PROWAG) latest requirements
- f. Atlanta Regional Commission's Georgia Stormwater Management Manual (current edition)
- g. Applicable City of Milton Code of Ordinances

There shall be no change in the proposed inspectors on the Project team that will be provided on the organization chart in this RFP and in the agreement without written approval of the City. Any request by the City to remove an inspector from the team or any substitutes proposed by the Consultant shall be persons of comparable or superior expertise and experience. Such a replacement shall require the City's prior approval.

3.2 SPECIFIC SCOPE OF SERVICES

The selected consultant will provide Construction Engineering and Inspection (CEI) services for various capital improvement projects on an as-needed basis. Milton anticipates various potential needs based on construction schedules and timing of projects. Time requests for inspection services shall be negotiated through task order under the master agreement establishing number or hours and estimated duration. The City will make every effort to communicate the specific needs with as much notice as possible. Milton's expectation is that in some cases, hours per day and per week may vary depending on the status of the job and will be described in each specific task order. The Consultant will ensure that construction activities align with approved plans, specifications, and safety standards while maintaining compliance with all applicable regulations. The scope of services includes, but is not limited to, the following:

A. Project Management

- Collaborate with City staff to develop and manage project schedules, deliverables, and communication protocols.
- Attend pre-construction meetings, progress meetings, and other project-related discussions.
- Coordinate with contractors, utility companies, and other stakeholders to resolve conflicts and maintain project flow.
- Provide regular project status updates and reports, including schedule and budget tracking.

B. On-Site Inspection & Quality Control

- Conduct daily on-site inspections to monitor construction activities and verify compliance with contract documents, drawings, and technical specifications.
- Document work progress, issues, and resolutions with detailed daily reports and photographic records.
- Perform material testing and verify contractor compliance with quality assurance requirements.
- Identify and document deficiencies, recommend corrective actions, and ensure timely resolution.

C. Schedule and Budget Oversight

- Review and validate contractor schedules, monitor progress, and assess potential delays.
- Track project expenditures, assess cost impacts, and recommend adjustments to stay within budget.
- Review and validate contractor pay applications, change orders, and claims for accuracy and compliance with contract terms.

D. Regulatory Compliance & Documentation

- Ensure construction practices meet all relevant local, state, and federal regulations, including environmental and safety requirements.
- Facilitate communication with regulatory agencies as needed to secure and maintain necessary permits, reporting, and approvals.
- Maintain organized project records, including submittals, RFIs, test results, and inspection logs.

E. Project Closeout & Final Acceptance

- Conduct final inspections, develop punch lists, and oversee completion of outstanding items.
- Review and approve as-built drawings, warranties, and operations manuals.
- Prepare project closeout documentation, including final reports, certifications, and turnover packages for City records.

F. Additional Services (as required)

- Provide technical consulting and design support for minor project adjustments.
- Assist in public outreach efforts, such as preparing informational materials or attending public meetings.
- Support the City with grant or funding documentation related to construction activities.
- The City anticipates that project needs will vary, and services will be assigned on a task order basis. The Consultant should be flexible and responsive, capable of scaling services to match project requirements.

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 25-PW02: Cost Proposal

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 below:

Print Inspector Daily Rate (8 hour day + vehicle) ~ Year 1: \$
Print Total Price in Words ~ Year 1:
Annual Escalator % (if applicable):
*Please also provide a list of hourly rate(s) of inspectors and any other applicable staff members to support a project inspection. This can be provided on a separate sheet of the Offeror's own form. An annual escalator, if applicable, must be included in the separate rate sheet as well.
Print/Type Company Name and Address:
Authorized Signature Date
Print/Type Name and Title

SECTION 6: 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.

Proposal Evaluation Criteria:

Qualifications of the consulting team

30 pts.

- Organization strength and stability
- Education and experience of the assigned staff
- Proximity and availability of key personnel
- Experience with various construction including transportation, stormwater, Facilities, active parks, and passive parks.

Related Projects and References

30 pts.

- Experience and technical competence on similar projects
- Previous experience with local government projects
- Quality of services
- Ability to meet schedules

Price 40 pt

 Consultant's proposal should be based on providing inspection services
 On a daily as needed basis determined by task order under issued under the professional services agreement. The daily rate includes 8 hours of inspection services by qualified inspector plus vehicle.

Total Possible Points Available are 100 points.

1. Interviews

If applicable, the proposed inspector(s) from the short-listed Firm(s) will be invited to interview with the Evaluation Team from the City of Milton.

2. Final Ranking

Upon completion of the interview(s) the Evaluation Team will additionally score the short-listed firm(s) based on additional criteria set forth for the interviewing purpose. The top-ranked Offeror will be recommended for contract award, pending successful negotiations.

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 25-PW02

Upon receipt of documents, please email this page to:

City of Milton Attn: Honor Motes, Purchasing Office 2006 Heritage Walk Milton, GA 30004 Phone: 678-242-2500

Email: honor.motes@miltonga.gov

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

COMPANY NAME:				
CONTACT PERSON:				
ADDRESS:				
CITY:	STATE:		ZIP:	
PHONE:		_FAX:		
EMAIL ADDRESS:				
Signature ADDENDUM #1			Date	
ADDENDOM #1				

ADDENDUM #1 RFP 25-PW02

Questions and Answers

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

- 1. Does/will the City require branded trucks for this contract? ~ No.
- 2. CEI teams are typically responsible for performing field concrete sampling and testing. Could the city clarify whether the CEI team will also be responsible for sampling and testing of other materials such as aggregates, soil, or asphalt or will the team need to coordinate with a testing firm the city has a contract with? ~ CEI team can include sampling and materials testing on their rate sheet. Milton will decide by project whether to use contractor supplied testing or this contract.
- 3. Does the City require the use of any specific inspection software or reporting system for field documentation (e.g. SiteManager or other digital tools)? ~ No.
- 4. Exhibits D-F have another RFP opportunity number on them. Can you please confirm if these forms are required for 25-PW02? ~ those Exhibits are part of the Sample Contract, and it appears the header was retained (in error) from a previous solicitation. However, those Exhibits will be applicable to the awarded contractor for RFP 25-PW02. The Sample Contract is included in the RFP for reference only and should not be included with the proposal submittal.

EXHIBIT "B"

Submitted By: BM&K, Inc. RFP 25-PW02

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CITY OF MILTON

Public Works Department 2006 Heritage Walk Milton, GA 30004

April 3, 2025



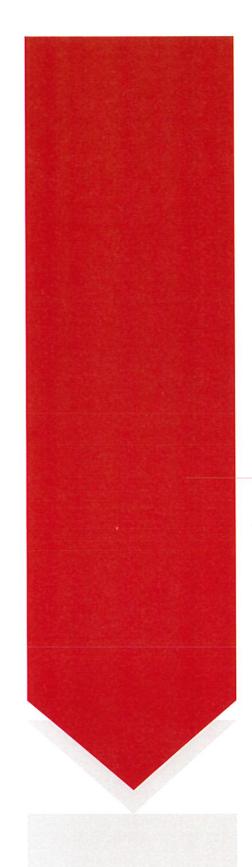
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CITY OF MILTON FORMS

TAB A > INSPECTION TEAM AND SUPPORT STAFF

TAB B > RELATED PROJECTS AND REFERENCES

TAB C > APPENDIX







REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

RFP Number:

RFP Title:

25-PW02

Construction Engineering and Inspection Services

Due Date and Time: April 3, 2025, by 2:00 pm EST

*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

Number of Pages: 45

ISSUING DEPARTMENT INFORMATION

Issue Date: March 13, 2025

City of Milton

Public Works Department 2006 Heritage Walk Milton, GA 30004

Phone:678-242-2500

Website: www.miltonga.gov

INSTRUCTIONS TO OFFERORS

Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps

If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.

Mark Envelope/Package: RFP Number: 25-PW02 Name of Company or Firm

Special Instructions: Deadline for Written Questions March 24, 2025, by 5:00 PM EST

Submit questions online via the BidNet Direct procurement portal at www.miltonga.govlfinancelbids-rfgs

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

6700 Highway 53, Braselton, GA 3051 7

Offeror Name/Address:

BM&K, Inc.

Authorized Offeror Signatory: Donald B Clerici, PE

(Please print name and sign in ink)

Offeror Phone Number:

706.824.0514 Offeror Federal I.D. Number:

20-4300593

Offeror FAX Number:

N/A Offeror E-mail Address:

dclerici@bmandkinc.com

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE





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 officiols/employees.

Please complete this form and return it as part of your RFP package when it is submitted.
Name of Offeror BM&K, 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 pastwo (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 N/A Description
Amount/Value N/A 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: NIA
Please list any family member that is currently (or has been employed within the last 12 months)
Please list any family member that is currently (or has been employed within the last 12 months)



RFP# 25-PW02 PROPOSAL LETTER MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (25-PW02), Construction Engineering and Inspection Services.

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.

PROPOSALSIGNATUREAND 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 Signal •	<u> </u>
Print/Type Name <u>Donald B. Clerici, PE</u>	
Print/Type Company Name Here_B_M_&_	K_,_ln_c



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:

222350 E-Verify Number	I hereby declare under penalty of perjury that the foregoing is true and correct.
6.17.2009 Date of Authorization	Executed on Thursday April 3, 20 (city), (state).
BM&K Inc.	<u>></u>
Name of Contractor	
Construction Engineering and Inspection Services Name of Project City of Milton, Georgia Name of Public Employer	Signature of Authorized Officer or Agent Donald B. Clerici. PE President Printed Name and Title of Authorized Officer or Agent SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 3rd DAY OF April 2025. NOTARY PUBLIC AND STAND

San CONST



POINT OF CONTACT

DON CLERICI, PE

President

O: 706-824-0514 • C: 706-215-0003

dclerici@bmandkinc.com

April 3, 2025

City of Milton, Public Works 2006 Heritage Walk Milton, GA 30004

RE: Request for Proposals, RFP #25-PW02 Construction Engineering and Inspection Services

Dear Selection Committee.

Thank you for the opportunity to submit our proposal for Construction Engineering and Inspection (CEI) services with the City of Milton. For the past seven years, BM&K has proudly worked alongside the City, contributing to its vision of safety, quality, and excellence through our CEI expertise.

Our experience spans a range of capital improvement projects in Milton, during which we have built a deep understanding of the City's processes, standards, and unique needs. We have consistently delivered comprehensive services—from project management and on-site inspections to ensuring quality control, regulatory compliance, and timely project close-out. We are eager to continue serving the City of Milton and believe we can provide an excellent level of service by leveraging:

- 1. Proven Track Record: With seven years of experience providing Construction Engineering and Inspection Services in the City of Milton, no team is as familiar and as ready to work as the BM&K, an LJA Company team. The BM&K team has provided On-Call Inspection Services for a variety of local governments including the City of Holly Springs - 18 years continuous service, Rockdale County - 13 years continuous service, Town of Braselton, and City of Tucker to name a few.
- 2. Strong Collaboration: The BM&K team will leverage our seven years of experience working WITH the City of Milton. Our established relationship allows for seamless collaboration and streamlines the onboarding process. Our proposed team will be able to leverage this experience and understanding to better anticipate any budget or schedule changes that may have been impacted on past projects. From this experience, they are also familiar with the City's staff and understand the nuances of working WITH the City's staff to ensure we are able to work as a team to provide the best end result for the City of Milton.
- 3. Seasoned Project Team: BM&K's proposed team has many years experience working directly with various state Department of Transportations as well as local municipalities. BM&K's City of Milton team has over 140 years combined experience.

BACKGROUND OF FIRM

BM&K is a tenured multi-disciplined engineering and consulting firm that offers a diverse spectrum of professional services in inspections, program management, engineering, and land acquisition. Recently, BM&K joined LJA Engineering, Inc. (LJA), an employee-owned, full-service firm, serving the public and private sectors across the southeast. LJA brings a depth of resources to the BM&K team with over 100 employee-owners and eight offices in metro-Atlanta, BM&K has worked in Georgia serving local municipalities and governments for over 20 years. We plan to leverage our Seamless, In-House Services as well as our Unmatched Capacity for Fast-Paced Delivery to ensure the City of Milton's satisfaction with our delivery of Construction Engineering and Inspection Services.

- Unmatched Capacity for Fast-Paced Delivery: With 100+ dedicated professionals in metro-Atlanta, we have the resources to staff multiple projects simultaneously to meet accelerated schedules without compromising quality.
- Seamless, In-House Services: With expertise in program and construction management, general contracting, civil engineering, site and transportation design, and inspections - all under one roof, 3 miles from the project - we minimize project delays and ensure swift, integrated problem-solving. Since joining LJA, the BM&K team is now able to offer surveying, landscape architecture, and environmental services all within an hour of the City of Hoschton.

Lastly, as Principal-in-Charge, I have entrusted this important project with our very capable and tenured Construction Engineering and Inspection team, Leading the team is Richard Boston, PE, a tenured GDOT CEI professional who will oversee the team. He will be supported by Sloane Laughman, PE and Kevin Crawford as well as our experienced inspectors. I am personally available should the need ever arise to ensure that your complete satisfaction with our team is maintained throughout the effort.

Thank you for your consideration of our qualifications. We appreciate your time and effort reviewing this proposal package and hope that we can work with you on this important on-call contract.

Sincerely,

Don Clerici, PE President, BM&K, Inc. Principal-in-Charge



TAB A INSPECTION TEAM AND SUPPORT STAFF



PROPOSED CITY OF MILTON TEAM

As with any successful endeavor, the most important resources are the people involved in everyday operations. The BM&K team for this contract will be led by a seasoned oversight and leadership in Don Clerici, P.E., and Richard Boston, P.E. as well as experienced Project Managers, Sloane Laughman, P.E. and Kevin Crawford. This team's strength is solidified in the 50 years of combined inspection experience brought by Senior Inspectors Mitch Green and Eddie Young. Sam Gignilliat, EIT will serve as the on-site daily inspector for any park projects while Will Hughes, EIT will serve as the on-site daily inspector for any roadway projects. This team, with multiple on-site inspectors, will be supported by various other inspectors, professional engineers, and project managers who are experienced in all aspects of Construction Engineering and Inspection Services. This approach provides resource depth allowing the ability to handle multiple projects at any given

Don Clerici, P.E. is responsible for Executive Oversight on all engineering projects and will provide Senior Oversight for the City of Milton. He provides day to day guidance to staff members and is the point of contact for governmental clients. Don has extensive experience in program and project management, engineering and construction management. Don served as an Area Engineer for GDOT where he supervised construction, maintenance, and permit operations for Carroll, Haralson and Paulding Counties. He has 31+ years of transportation experience and has provided oversight for over \$2 billion of public infrastructure projects.

Richard Boston, P.E. has 30 years of diverse experience in all facets of transportation infrastructure including design, construction engineering & inspection, maintenance inspection and bridge inspection. This experience from both the public and private sectors provides a unique insight from all perspectives. Richard will serve as Senior Oversight and Quality Control for the City of Milton. Richard's project experience includes GDOT Design using the PDP Process from concept through final plans and conducting QC/QA reviews. He has managed GDOT CEI Contracts as a Prime Consultant in Districts 3 and 7 and as a subconsultant for CEI and MEI in Districts 1, 2, 4, 5, 6, &7.

Sloane Laughman, P.E. has over 11 years experience in construction project management and civil engineering. Mrs. Laughman serves as a lead manager within our construction and engineering divisions. She prepares all estimates and reviews engineering plans for compliance. She also prepares and maintains all budgets, cost reporting, and comparison studies. She will leverage her experience to serve as a Project Manager for the City of Milton.

Kevin Crawford serves as our lead Field Construction Manager for transportation infrastructure. Kevin utilizes his 20 years of experience to review staging, erosion plans, and ensure contractor compliance with approved requirements. He dedicated 15 years to GDOT in Northeast Georgia providing inspection and oversight for interstate and major widening projects. He will serve as a Project Manager for the City of Milton.

Mitch Green has over 25 years of extensive experience with construction engineering inspection (CEI) services as a project engineer, senior inspector. and technician. He has an eye for the details and has spent the majority of his career within the more technical areas of roadway construction. He will serve as a Senior Inspector for the City of Milton.

Eddie Young has 23 years experience and has served as a construction inspector within Metro-Atlanta and for GDOT along the interstate system. He is responsible for field inspections and daily review of contractor activities for our local government clients. Eddie is familiar with roadway, grading, and erosion control operations and is experienced with special construction such as structures and traffic signals. He also has experience in full depth reclamation and roadway inspections. He will serve as a **Senior** Inspector for the City of Milton.

Sam Gignilliat, EIT serves as a graduate engineer and inspector for transportation related projects. He performs preliminary engineering duties and is familiar with GDOT's processes as he uses these manuals and guidance in local transportation design projects as well as in the field for construction and inspection projects. He will serve as will serve as the onsite daily inspector for any park projects.

Will Hughes, EIT serves as a graduate engineer and inspector for transportation related projects. He has experience with construction inspections, transportation design, and construction administration. He will serve as the on-site daily inspector for any roadway projects.

BENEFITS OF BM&K, an LJA Company

BM&K's proposed team has a wide range of experience in design, construction engineering and inspection services, construction management, and maintenance of transportation projects with local and state governments through on-call contracts. Having multiple disciplines such as design, construction, right of way, inspections, and survey under one roof allows the proposed City of Milton team to bring an integrated team of managers and inspectors to every project.

Richard Boston, P.E. has experience with GDOT and communities throughout metro-Atlanta. Working with him and the LJA team provides a new perspective for the BM&K team to call on for project insights. These varying experiences partnered with our team's integrated approach differentiates them from the competition.

BM&K is able to leverage this comprehensive experience and our familiarity with the City of Milton and your staff to more efficiently and accurately deliver projects while adhering to aggressive schedules and deadlines.

BM&K and LJA have 8 offices in Georgia with over 100 employeeowners available to the City of Milton team. With BM&K's years of experience working with the City of Milton providing construction engineering and inspection services, combined with the horsepower brought on by LIA's 300+ services and 2500 employee owners across the south, the BM&K team is uniquely prepared to assist the City of Milton on any on-call capitol projects they have coming up.

SAME TEAM

BIGGER OPPORTUNITIES



33 **Employees**

19 Years in **Business**

2 Offices

2,500+

53

60+



Employees

Years in **Business**

Offices



ORGANIZATIONAL CHART



PARKS

Sloane Laughman, P.E. Sr. Project Manager 11 Years Experience

* Mitch Green Senior Inspector 25 Years Experience

Sam Gignilliat, EIT Project Inspector 3 Years Experience

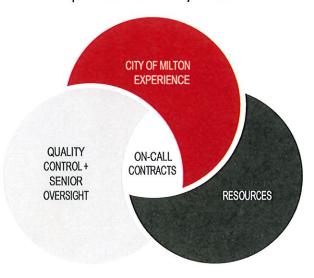
ROADWAY

- *Kevin Crawford Project Manager 20 Years Experience
- * Eddie Young Senior Inspector 23 Years Experience
- * Will Hughes, EIT Project Inspector 3 Years Experience

ADDITIONAL SUPPORT

Madison Lawson Project Engineer 5 Years Experience

* Experience with the City of Milton



STRENGTH IN NUMBERS





Hopewell at Hamby Roundabout, City of Milton

UTILIZE COMPANY-WIDE EXPERTISE

With a large and diverse team, we can draw upon specialized knowledge and skills from various disciplines within the company to address complex project requirements efficiently.

LEVERAGE REGIONAL & LOCAL CONNECTIONS

Our presence across the Southeast, combined with strong local connections, allows us to integrate regional insights with community-specific knowledge. These relationships facilitate seamless coordination, timely procurement of materials, and access to specialized services, ensuring that projects remain on schedule and within budget.

STRATEGIC RESOURCE ALLOCATION

Since joining LJA, our firm's size and geographic distribution enable us to quickly mobilize teams and allocate resources where they are needed most. Whether it's deploying additional personnel for large-scale projects or accessing specific technical expertise, we can scale our efforts to meet project demands without compromising quality or efficiency.

ADVANCED PROJECT MANAGEMENT SYSTEMS

We employ state-of-the-art project management software to streamline resource allocation, track project progress, and manage budgets effectively. These tools enable real-time collaboration and transparency, ensuring that all stakeholders are informed and engaged throughout the project lifecycle.

FINANCIAL STRENGTH AND STABILITY

We possess the financial stability to undertake significant projects and manage resource intensive initiatives. Our solid financial foundation allows us to invest in the latest technologies, training, and infrastructure necessary to support project success.



TAB B EXPERIENCE / PERFORMANCE









CLIENT: City of Holly Springs, Holly Springs, GA

CITY OF HOLLY SPRINGS

- DESCRIPTION OF SERVICES: BM&K has performed Construction Engineering and Inspection Services, Program Management, Engineering Design, RW Acquisition, Design Review, Technical Guidance and Review, Bid Management, Construction Management and Inspections, Pavement Evaluations, Oversight and Management of Infrastructure Rehabilitation Projects
- DURATION + BUDGET: 2006-Present, \$31M+
- ON-CALL EXPERIENCE: As City Engineer, BM&K has provided a multitude of services for projects such as Holly Springs Parkway (Phases I-III), Palm Street (Phases I-III), Hickory Road, Holly Street Improvements, Taylor Farms Park, Barrett Park, JB Owens Park, P. Rickman Boulevard and Old SR 5 Realignment, Holly Springs Parkway Sidewalks at Fox Creek Road, Holly Street Sidewalk Expansion and Pedestrian Bridge over I 575, etc.
- CONTACT: Rob Logan, City Manager, rlogan@hollyspringsga.us, 770-345-5536
- **KEY TEAM LEADERS/MEMBERS INVOLVEMENT:**
 - o Project Managers: Don Clerici, P.E., Jacob Hughes, P.E.
 - o Inspectors: Mitch Green, Eddie Young, Donald Bean
 - Field Project Manager: Kevin Crawford
 - Sr. Project Engineers: John Jenkins, PE, David Foster, PE
 - Project Engineers: Gabriel Cunningham, PE, Chandler Bragg, EIT, Cristina Paz

PROJECT HIGHLIGHT: HOLLY SPRINGS PARKWAY, PHASE I-III

- SERVICES: Design, Construction, Engineering, & Inspection Services (CEI), Right of Way, Utility Coordination, Environmental ACOE
- **DESCRIPTION:** Widening of Holly Springs Parkway, the busiest corridor from Woodstock to Canton. Project widened the road from a 2-lane rural to a 4-lane urban roadway with raised median and curbing. There was a need for a new traffic signal and bridge culvert. BM&K prepared all bid documents and right of way plans, coordinated USACOE permitting and utility adjustments, and developed all maintenance of traffic (MOT) plans.
 - Phase I: Home Depot Drive to Rabbit Hill Road, 0.4 miles
 - Phase II: Rabbitt Hill Road to Ronnell Road, 0.6 miles
 - Phase III: Ronnell Road to Town Walk Drive, 0.63 miles
- DURATION + BUDGET: Phase I: 2018-19, \$3.3M | Phase II: 2022-24, \$5.6M | Phase III: 2024ongoing, \$6.1M
- **TEAM INVOLVEMENT:**
 - Project Manager: Don Clerici, P.E.; Inspectors: Mitch Green, Eddie Young; Field Project Manager: Kevin Crawford

ROCKDALE COUNTY

- **CLIENT: Rockdale County, GA**
- DESCRIPTION OF SERVICES: BM&K has performed Construction Engineering and Inspection Services, Plan Review, Contractor Coordination, Traffic Control Inspections, County-wide resurfacing and pavement rehabilitation, Pavement Evaluations & Resurfacing Program Management, Technical Guidance, Bid Management, Close & Punch List, Utility & Water Line Inspections
- DURATION + BUDGET: 2011-Present, \$50M Program
- ON-CALL EXPERIENCE: BM&K has provided a multitude of services for the Program as well as for projects such as Sigman Road, Phase II Widening (Pl0013163), the County-wide Resurfacing and Pavement Rehabilitation, Old Covington Highway Widening and Reconstruction, Parker Road Widening and Reconstruction
- CONTACT: Rockdale County, Brian Kelley, RDOT Director, brian.kelley@rockdalecountyga.gov, 770-278-7200
- **KEY TEAM LEADERS/MEMBERS INVOLVEMENT:**
 - Project Managers: Don Clerici, P.E., Jacob Hughes, P.E.
 - o Inspectors: Mitch Green, Eddie Young, Donald Bean, Chandler Bragg, EIT
 - Field Project Manager: Kevin Crawford

PROJECT HIGHLIGHT: SIGMAN ROAD WIDENING, PHASE II, PI0013163

- **SERVICES**: Construction Engineering and Inspection Services
- **DESCRIPTION**: Widening project, construction and project management, involves day to day supervision of construction activities along with select management activities.
- **DURATION + BUDGET: 2021-2024, \$17.5M**
- **TEAM INVOLVEMENT:**
 - Project Manager: Don Clerici, P.E.; Inspectors: Mitch Green, Eddle Young; Field Project Manager: Kevin Crawford















TOWN OF BRASELTON

- CLIENT: Town of Braselton, Braselton, GA
- DESCRIPTION OF SERVICES: BM&K has performed Construction Engineering and Inspection Services, Program Management, Engineering Design, R/W Acquisition, Design and Plan Review, Technical Guidance and Review, Bid Management, Construction Management and Inspections, **Pavement Evaluations**
- DURATION + BUDGET: 2007-Present, \$23M+
- ON-CALL EXPERIENCE: As On-Call Engineer, BM&K has provided a multitude of services for projects such as Davis Street Roadway and Pedestrian Improvements, Brassie Lane Sidewalks and Drainage Improvements, SR 211 Widening, SR 53 Widening, Braselton Life Path/Multi-Use Path, Davis Street and Pinecrest Lane P10015391, Thompson Mill Road at Deaton Creek Intersection Improvements, Braselton Civic Center, Downtown Parking Deck, etc.
- CONTACT: Jennifer Scott, Town Manager, iscott@braselton.net, 706-654-5720
- KEY TEAM LEADERS/MEMBERS INVOLVEMENT:
 - Project Managers: Don Clerici, P.E., Jacob Hughes, P.E.
 - Inspectors: Mitch Green, Chandler Bragg, EIT, Sam Gignilliat, EIT
 - Field Project Manager: Kevin Crawford
 - Sr. Project Engineers: John Jenkins, PE, David Foster, PE
 - Project Engineers: Gabriel Cunningham, PE, Chandler Bragg, EIT, Cristina Paz

PROJECT HIGHLIGHT: BRASELTON LIFEPATH

- SERVICES: Design, Right of Way Acquisition, Utility Coordination, Construction Administration, Inspection
- **DESCRIPTION**: Life path is an 11 foot path that will connect downtown Braselton to Lake Lanier Islands and runs through Jackson, Barrow, Hall, and Gwinnett Counties, Included survey, utility coordination and construction administration for segments along SR 211 and old SR 347. Multi-modal bridge over SR 211. Services included bridge design, geotechnical reports, traffic engineering, utility coordination, GDOT review and approval. The total length of the life path project is approximately 1 mile and involved lighting and crosswalk installation at Thompson Mill Road and at SR 184.
- DURATION + BUDGET: 2022, \$1.3M
- **KEY TEAM LEADERS INVOLVEMENT:**
 - Project Manager: Don Clerici, P.E.; Field Project Manager: Kevin Crawford





PROJECT HIGHLIGHT: DAVIS STREET AND BRASSIE LANE IMPROVEMENTS

- SERVICES: Construction Engineering and Inspection Services, Design, Construction
- **DESCRIPTION**: Streetscape improvements along Davis Street from SR 124 to SR 53 and roadway and drainage improvements along Brassie Lane. Project included streetscape improvements such as a new median, 2 crosswalks, lighting, sidewalks, bus stop, pavement rehabilitation, landscaping, and hardscaping as well as drainage improvements and re-design on Brassie Lane. Project length totaled .31 mile.
- **DURATION + BUDGET: 2022-2023, \$1.83M**
- TEAM INVOLVEMENT:
 - Project Manager: Don Clerici, P.E.; Inspectors: Sam Gignilliat, EIT; Field Project Manager: Kevin Crawford









TAB C APPENDIX



EDUCATION

BS, Civil Engineering, Southern Polytechnic State University

PROFESSIONAL LICENSE

Professional Engineer, GA #29212 GSWCC Level II, #804

CERTIFICATIONS

Georgia Department of Transportation (GDOT) Right of Way Prequalification Certification

Cost to Cure Report, C-7 Septic Tank/Well Estimator

- -GDOT LAP Certification
- -GDOT PDP Certification
- -GDOT Construction Project Engineers Academy

AREA OF EXPERTISE

Program Management Municipal Engineering Cost to Cure Reporting Site Development GDOT PDP Process, AASHTO standards, MUTCD

PROFESSIONAL MEMBERSHIPS

ACEC - Georgia ASCE - Georgia Institute of Transportation Engineers (ITE)

SUMMARY OF QUALIFICATIONS

Mr. Clerici is responsible for Executive Oversight on all engineering projects. He has extensive experience in program and project management, engineering and construction management. Don served as an Area Engineer for GDOT where he supervised construction, maintenance, and permit operations for Carroll, Haralson and Paulding Counties. He has 30+ years of experience and has provided oversight for over \$2 billion of public infrastructure projects. These public projects include: transportation, parks, institutional, public safety and wastewater distribution and collection. Don has also worked in private development projects specializing in the areas of residential, commercial and industrial.

PROJECT EXPERIENCE

GDOT Federally Funded & CEI Experience - Prior to becoming Area Engineer, Don served as a project engineer for several south metro projects, South Fulton Pkwy, Norman Berry Drive, widening of I75 from Forest Park to I285. Done worked out of the office on Virginia Avenue.

Bill Carruth Parkway, 3 Projects, Over Silver Comet Trail, Over Norfolk Southern Railway, and Over Mill Creek - Paulding County, Served as SPLOST Program Managers

for this 7 mile, mostly new location, 4 lane divided highway that served as a bypass for the City of Hiram in Paulding County. Projects consisted of new location roadway with turn lanes and multiple bridges over railroads, waterways, and multi-use trails. It was constructed between the years of 2008-2015 for a total cost of over \$50M.

Paulding County Program Management - Served as the in-house SPLOST Manager for Paulding DOT. He was responsible for planning & programming and consultant procurement. Kicked off the first consultant contract for CEI services to stretch local dollars during construction and ensure commitments to constituents are met.

Jackson County Program Management - Served as Agency Program Manager for a 5 year economic development program. The program included 12 projects and total cost was \$125M. The projects ranged from widening and capacity projects, bridge upgrades for new truck traffic tied to new industries, intersection upgrades and interstate enhancements. The BM&K team served as full-time representatives on-site for CEI and material testing. BM&K staff also reviewed plans for compliance with state and local requirements.

Barrow County T-SPLOST Program Management - Serves as Program Manager for the \$94M+ program over the next 5 years. Program includes 29+ projects including bridge, intersection improvement, roadway capacity and widening, and resurfacing/paving projects.

City of Milton T-SPLOST Program Management - Served as Program Manager for 6 years of program. Established initial schedules first and funding plan based based on revenue and partnerships with GDOT and private developers. Handled all construction management and oversight along with all right of way activities. Overall program with state and federal funding was \$80 million.

Town of Braselton Transportation Engineering - Served as the consultant engineer for all transportation and drainage related projects. Transportation projects include the widening of SR53 and SR211 and Davis Street Improvements. Some other major pedestrian and drainage projects include expansion of the life path along SR211, sidewalk and drainage improvements along SR124 and multiple city streets. Other notable quality of life projects include downtown streetscape improvements along SR53, town green, downtown parking deck, and civic center.

DON CLERICI, PE PRINCIPAL IN CHARGE

City of Holly Springs SPLOST Program Manager - Program Manager for projects that included parks and quality of life projects (JB Owens Park, Barrett Springs Park, etc.), planning and programming new public works facility, property management, parking lot replacements, road design, drainage design, environmental screening, USACOE permitting, Right of Way Acquisition, traffic signals (2), utility coordination, flood studies. The team has prepared bid documents and right of way plans for projects; Holly Springs Pkwy, Widening 2 Lane to 4 Lane and 5 Lane, \$31M

Barrow County Transportation Improvements - Provided engineering for multiple intersection improvement projects including SR53 @ Cedar Road, SR53 @ Barrow Park 53 Industrial Park, widening of Hog Mountain Road from SR53 to SR124, and SR53 @ Mulberry Road. All projects were intended to increase capacity and make operational improvements.

Douglas County Development Authority Program Management - Serves as Construction Program Manager for the Foxfield Trails Development / Spine Road Extension. Coordinate the design and construction of the Spine Road and new signalized intersection at Fairburn Road to serve the Trails and Movie Studio projects in Douglas County; coordinate and manage the construction process; monitor schedules, establish expenditure tracking systems, manage overall project planning, resource allocation, time and risk management, support procurement, etc.

Jackson Facilities Program - Served as Agency Program Manager for this \$45 million program. Program included master planning on 85 acre county complex. The complex included a new 424 bed jail and a public safety training complex with a 12,000 SF fire station. The site was adjacent to a municipal landfill and contained a secure perimeter for the County Correctional Institute. Don provided preliminary plans for grading, access, and utilities for the complex. Deliverables were prepared using County provided GIS data.

Cherokee County Engineering - Provide Professional Engineering and Design Services for road improvements. The projects included intersection improvements and linear roadway improvements. The project locations were across the county in the Town Lake area, Canton area, and East Cherokee. In addition to road projects, the team has completed two Quality of Life Projects at Sequoyah Park and JB Owens Park.

SR124/Zion Church Road and Jackson County Services Center - Served as Agency Program Manager for this combined \$23 million project to widen and relocate this route and prepare a Master Plan for proposed County Services Center. In addition, the County owned tract would be needed to provide the necessary borrow material for the road project. The site was planned and designed to have an EMS/Fire Station, County government satellite services center, senior center and Health Department.

FIRMBM&K - LJA Engineering, Inc.

EDUCATION

BS, Civil Engineering, Clemson University

PROFESSIONAL LICENSE

Professional Engineer, GA #28999 Professional Engineer, SC #20207 Professional Engineer, FL #72903 Professional Engineer, TN #114772 GSWCC Level II, #9077 WECS, #840832

CERTIFICATIONS

Certified Bridge Inspection, National Highway Institute GDOT Plan Development Process (PDP) GDOT Local Administered Projects (LAP)

AREA OF EXPERTISE

Project Management GDOT PDP Process, AASHTO standards, MUTCD

SUMMARY OF QUALIFICATIONS

Richard has 30 years of diverse experience in all facets of transportation infrastructure including design, construction engineering & inspection, maintenance inspection and bridge inspection. This experience from both the public and private sectors provides a unique insight from all perspectives. Richard's project experience includes GDOT Design using the PDP Process from concept through final plans and conducting QC/QA reviews. He has managed GDOT CEI Contracts as a Prime Consultant in Districts 3 and 7 and as a subconsultant for CEI and MEI in Districts 1, 2, 4, 5, 6, & 7. He worked with Area Managers and District Engineers in recruiting and training staff and making site visits to perform QC/QA reviews on construction staff. As a Resident Construction Engineer with SCDOT, Richard was responsible for major road and bridge construction projects.

PROJECT EXPERIENCE

GDOT Construction Engineering and Inspection (Districts 3 & 7 Prime Consultant; Districts 1, 2, 5, & 6 subconsultant) - As the Project Manager, Richard was responsible for overseeing the recruiting and training of construction inspection personnel. He worked closely with the District and Area Offices to ensure that GDOT had the necessary resources needed to adequately inspect highway construction projects. He worked with Inspector Aides and Inspector I's to complete the CEIT Program and develop inspection skills and help to prepare them for promotions. He made site visits to perform QC/QA reviews on construction staff to ensure their knowledge of the plans and specifications.

North Druid Hills Road & Briarcliff Road Intersection Improvements – As the Project Manager, Richard was responsible for CEI and construction administration for improvements at N. Druid Hills Road & Briarcliff Road. The project consisted of road widening; curb & gutter and sidewalks retaining walls; storm drain systems; extensive utility coordination; traffic control; erosion control; and ATMS and three traffic signal replacements.

SCDOT Resident Engineer – Charleston County Bridge Construction Office – Responsibilities included managing an office of construction staff in the inspection of bridge projects throughout Charleston County. Specific duties included construction administration of bridge projects to ensure compliance with project specifications, monitoring results of material inspections and tests to include concrete, concrete beams, asphalt, soils, steel, steel beams and coatings. A few projects include:

The Limehouse Bridge in Charleston County, SCDOT – Resident Engineer in responsible charge for the construction inspection and administration of this \$21 million project, which consisted of the replacement of a swing bridge over the Intracoastal Waterway with 2,801 linear feet fixed span bridge using pre-stressed concrete beams for the approach spans and steel girders for the main span. The project also included 1.2 miles of roadway construction and the relocation of several major utilities including electricity, water and fiber optic lines. Responsible for the overall inspection of the project, contactor payment, coordination with property owners, utility companies, and the contractor. Responsibilities also included supervision of the project inspectors, enforcement of the specifications, adherence to the plans and materials testing requirements. Careful consideration was given to the environmental impacts for this project being constructed over marsh and wetlands. Being built in conjunction with the Maybank Highway Bridge, the only other bridge accessing Johns Island, traffic control, public relations and working with various government officials including metropolitan, county, state, and federal agencies were part of the success of this project.

The Maybank Highway Bridge in Charleston County, SCDOT – Resident Engineer in responsible charge for managing the CEI Services Contract for this \$45 million project, which consisted of the replacement of a swing bridge over the Stono River with a 1.2-mile fixed span bridge that included sidewalks and bike lanes. Responsible for overall inspection of the project, contractor payment, coordination with property owners, utility companies and the contractor. Responsibilities also included supervision of the project inspectors, enforcement of specifications, adherence to plans and materials testing requirements. Careful consideration was given to the environmental impacts for this project being constructed over marsh and wetlands. Traffic Control and public involvement were key factors as this bridge is only one of two ways onto Johns Island and was built in conjunction with the Limehouse Bridge, the only other bridge accessing Johns Island.

The Breech Inlet Bridge in Charleston County, SCDOT – Resident Engineer responsible for the construction inspection and administration of this \$8.5 million project, which consisted of the replacement of a fixed span bridge connecting the Isle of Palms with Sullivan's Island. At over 1000 linear feet, the new bridge utilized prestressed concrete beams and included sidewalks and bike lanes. Responsible for overall inspection of the project, contractor payment, coordination with property owners, utility companies and the contractor. Responsibilities also included supervision of the project inspectors, enforcement of specifications, adherence to plans and materials testing requirements.

EDUCATION

BS, Civil Engineering, Georgia Institute of Technology

PROFESSIONAL LICENSE

Professional Engineer, GA #046598 GSWCC Level II, #68592

CERTIFICATIONS

Georgia Department of Transportation (GDOT) Right of Way Prequalification Certification

Trade Fixture Report, C-5 Sign Appraisal

- -OSHA 30-Hour
- -ACEC Future Leaders Program
- -AGC Estimator Training

AREA OF EXPERTISE

Program Management GDOT Specialty Reports Construction Management

SUMMARY OF QUALIFICATIONS

Mrs. Laughman serves as a lead manager within our construction and engineering divisions. She prepares all estimates and reviews engineering plans for compliance. She prepares and maintains all budgets, cost reporting, and comparison studies.

EXPERIENCE

Dawson County, TSPLOST Program Management – Serves as Program Manager for the \$68.7M+ Transportation Special Purpose Local Option Sales Tax (TSPLOST) program that provides funding for transportation improvement projects throughout the county over the next 5 years. Program includes intersection improvements, roadway capacity and widenings, and resurfacing/paving projects.

Barrow County TSPLOST Program Management - Serves as Program Manager for the \$94M+ program over the next 5 years. Program includes 29+ projects including bridge, intersection improvement, roadway capacity and widening, and resurfacing/paving projects.

Right of Way Trade Fixture Valuations and Cost-to-Cure Reports:

- Holly Springs Parkway Widening Phase III, Holly Springs, GA
- Holly Springs Industrial Connector, Holly Springs, GA

Right of Way Trade Fixture Valuations:

- SSR 20 Corridor Widening, CR 369/Cherokee Drive to SR 371, Cherokee & Forsyth Counties, Pl0002862
- SR 20 Corridor Widening, Union Hill Road to E Cherokee Drive, Cherokee & Forsyth Counties, Pl00014132
- Cove Drive Extension, Railroad Safety Improvements, Whitfield County, PI0013095
- SR1/SR20/US27 at Etowah Road & NS, Bridge Replacement, Floyd County, PI0013718
- SR101 at CR352 Old Draketown, Operational Improvements, Carroll County, PI0016110

Construction Management:

- Town of Braselton Parking Deck and Civic Center | \$18.4M Program
- SR20 Cherokee/Forsyth Counties Specialty Reports
- Town of Braselton Multi-Modal Bridge over SR211
- Town of Braselton SR211 Widening Phase I and Phase II
- Auburn City Complex and Infrastructure Upgrades | \$12M
- Southern Crescent Technical College | \$2.6M
- Georgia State Langdale Hall and Dahlberg Hall \$965K
- Rome Berry College Tennis | \$4.1M
- Lilburn Police Headquarters & Municipal Court | \$4.9M
- Dunwoody City Hall & Police Headquarters | \$3.3M



★ EDUCATIONLanier Technical College

PROFESSIONAL LICENSE

GSWCC Level IB, #14375 WECS, #45715726

CERTIFICATIONS

Certified Field Concrete Technician GDOT Worksite Erosion Control Supervisor Certified in Nuclear Gauges for Material Testing WZTCS Certified

AREA OF EXPERTISE

Construction Engineering Inspections Project Management

SUMMARY OF QUALIFICATIONS

Mr. Crawford serves as our lead Field Construction Manager for transportation infrastructure. Kevin utilizes his 20 years of experience to review staging, erosion plans, and ensure contractor compliance with approved requirements. Kevin dedicated 15 years to GDOT in Northeast Georgia providing inspection and oversight for interstate and major widening projects.

PROJECT EXPERIENCE

City of Milton Community Development - Served as the Development Control Inspector for all private permits within the city. Kevin worked daily with city staff and city customers to professionally resolve violations along with quality control inspections of all commercial and residential developments. In addition, he assisted with stormwater and public works inspections.

City of Milton Transportation and Public Works - Kevin currently supports public works providing oversight for capital improvement projects such as Morris Rd @ Webb, Freemanville @ Providence, and Birmingham Rd culvert and bridge replacement.

City of Johns Creek Construction Engineering Inspections - Kevin provides inspection and management for T-SPLOST projects. Project includes McGinnis Ferry at Bell Road.

Town of Braselton - Serves as Field Project Manager for all roadway projects, drainage projects, reclamation and paving projects. He also assists BM&K engineers with plan review for the town.

SR332 at Skelton Road - Jackson County, Served as Field Project Manager for this intersection improvement project. Project involved a roundabout at Sr332 and Skelton Road as well as offsite improvements at SR124. Project was constructed to support a new high school, middle and elementary school campus.

Rockdale County - Served as construction inspector and field project manager on several projects constructed with state, federal, and local funds.

GDOT, Gainesville District - Served as Senior Inspector, supervising projects in Gwinnett, Barrow, and Clarke Counties. Projects included: resurfacing, safety projects, intersection improvements, and bridge replacements.



EDUCATION
Chattahoochee Technical College

PROFESSIONAL LICENSE GSWCC Level IB, #2893

CERTIFICATIONS

- -ACI Certified
- -GDOT Field Testing Technician
- -ATSSA Traffic Control Supervisor

AREA OF EXPERTISE

Construction Engineering Inspections Project Management

SUMMARY OF QUALIFICATIONS

Mitch has extensive experience with construction engineering inspection (CEI) services as a project engineer, senior inspector, and technician. He has an eye for the details and has spent the majority of his career within the more technical areas of roadway construction. Mitch spent his early years training as a technician, performing material testing and sampling for a geotechnical firm. He has over 25 years experience and has worked his way up through the ranks as inspector, technician, and senior inspection to manager. He has a keen eye for paving and routinely assists with troubleshooting on projects. He stays in contact with the project manager and owner by participating in project meetings to communicate any updates or concerns.

PROJECT EXPERIENCE

Holly Springs Parkway Widening, Phase I – Served as project inspector for part of the \$3.3M phase I of the Holly Springs Parkway widening project. This project widened Holly Springs Parkway from a 2-lane rural road to a 4 and 5-lane urban highway. The project included traffic signals, environmental screening and permitting, utility coordination and staging plans. Phase I was 0.4 miles and ran from Home Depot Drive to Rabbit Hill Road.

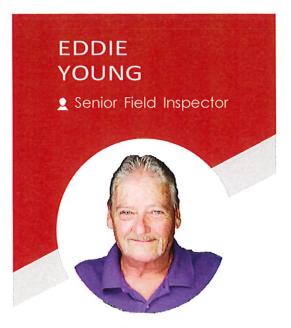
Holly Springs Parkway Widening, Phase II – Served as project manager for the \$5.6M phase II of the Holly Springs Parkway widening project. This project widened Holly Springs Parkway from a 2-lane rural road to a 4 and 5-lane urban highway. The project included traffic signals, environmental screening and permitting, utility coordination and staging plans. Phase II was 0.6 miles and ran from Rabbit Hill Road to Ronnell Road.

Holly Springs Parkway Widening, Phase III – Serves as project manager for the \$6.1M phase III of the Holly Springs Parkway widening project. This project widens Holly Springs Parkway from a 2-lane rural road to a 4 and 5-lane urban highway. The project includes traffic signals, environmental screening and permitting, utility coordination and staging plans. Phase III is 0.63 miles and runs from Ronnell Road to Town Walk Drive.

Rockdale County Department of Transportation, SPLOST 4A Paving and Road Evaluations – Served as senior inspector for roadway reconstruction projects including full depth reclamation traditional deep patch and resurfacing and micro surfacing. These roads were rural roads and inside developments. Mitch coordinated testing, performed field quality checks, and monitored financial conditions with quantity checks and measurements. He also monitored traffic control and responded to citizen complaints.

Lake Point Parkway Extension – Served as the senior inspector for the roadway extension valued at \$35 million dollars. The project included a new bridge over CSX Railroad and signalization, erosion control inspections and compliance, coordinating material testing and sampling, and all structural inspections associated with the bridge and walls.

Hartsfield-Jackson International Airport, Roadway Improvements – Served as senior construction manager and technician for the roadway improvements as scheduled with the expansion of the domestic and international terminals. He supervised activities related to concrete and asphalt construction and structural components. He ensured the quality levels were met and developed acceptable corrective measure for work.



EDUCATION

Forsyth Technical Community College

PROFESSIONAL LICENSE

GSWCC Level IB, #15829

CERTIFICATIONS

- -NPDES
- -Field Concrete Technician
- -ATSSA Traffic Control Supervisor

AREA OF EXPERTISE

Construction Engineering Inspections
Project Management

SUMMARY OF QUALIFICATIONS

Mr. Young has 23 years experience and has served as a construction inspector within Metro-Atlanta and for GDOT along the interstate system. He is responsible for field inspections and daily review of contractor activities for our local government clients. Eddie is familiar with roadway, grading, and erosion control operations. He is experienced with special construction such as structures and traffic signals.

PROJECT EXPERIENCE

Rockdale County Department of Transportation Construction Inspections - Served as lead construction inspector on several projects constructed with state, federal, and local funds.

Old Covington Highway from Green Street to Dogwood Drive - Lead construction administration efforts for the widening of Old Covington Highway. Our field team coordinated with the businesses to ensure all commitments were met. Our contract involved Rockdale Water and Sewer relocations and this work proved challenging to ensure service remained during critical times.

Parker Road widening project from SR138 to Iris Drive - Provided CE&I Services for the Parker Road widening project, a multi-lane divided urban highway in central Rockdale County, from SR138 to Iris Drive. This multi-year project impacted commercial strips, not to mention the peak hour traffic congestion that had to be taken into account. The project included a multi-lane divided urban highway in central Rockdale County.

Forsyth County Road Department - Served as the assistant road superintendent over drainage maintenance operations. He supervised field crews, created daily work plans, performed safety inspections and ensured OSHA standards were met. Eddie began his career as an equipment operator and progressed through the ranks to become foreman and then supervisor.

GDOT and Gwinnett County - Served as construction inspector for various projects in Gwinnett County and throughout metro Atlanta. Projects included traditional transportation projects on new alignment such as Sugarloaf Pkwy to overhead sign replacements along I-285.

Served as Project Inspector:

- GDOT
- Railway Bridge over Lithonia Industrial BLVD
- Bridge Replacement US 41/SR19 over Chattahoochee River
- Milling and Inlay Projects I 20
- Milling and Inlay Projects in Rockdale County
- City of Johns Creek
- · City of Milton
- City of Holly Springs

EDUCATION

BS, Construction Management, Georgia Southern University

PROFESSIONAL LICENSE

GSWCC Level IA, #94136

CERTIFICATIONS

- -OSHA 30-Hour
- -AGC Project Management

AREA OF EXPERTISE

Program Management Construction Management

SUMMARY OF QUALIFICATIONS

Madison serves as an Assistant Project Engineer and has 4 years experience. She is an active participant with proposal creation, quantity takeoffs, pre-bid meetings, construction project submittal reviews, and is in close communication with project owners, vendors, and subcontractors. As an assistant project engineer, Madison helps with subcontractor coordination, project billing, and close-out documentation.

EXPERIENCE

Barrow County TSPLOST Program Management - Serves as project engineer for the \$94M+ program over the next 5 years. Program includes 29+ projects including bridge, intersection improvement, roadway capacity and widening, and resurfacing/paving projects.

Dawson County TSPLOST Program Management - Serves as project engineer for the \$68.7M+ Transportation Special Purpose Local Option Sales Tax (TSPLOST) program that provides funding for transportation improvement projects throughout the county over the next 5 years. Program includes intersection improvements, roadway capacity and widenings, and resurfacing/paving projects.

Douglas County Development Authority, Spine Road Extension / Foxfield Trails Development – Serves as project engineer for the Foxfield Trails Development/Spine Road Extension. Coordinated the design and construction of the Spine Road extension and new signalized intersection at Fairburn Road to serve the Trails and Movie Studio projects in Douglas County. Coordinated and managed the construction process, monitored schedules, established expenditure tracking systems, managed overall project planning, resource allocation, time and risk management, supported procurement, etc.

Construction Management:

- Atlanta Area School for the Deaf Auditorium Renovation, GSFIC | \$2.97M
- Brookhaven Public Safety Facility | \$16.9M
- Auburn City Complex and Infrastructure Upgrades | \$12M
- City of Roswell Transfer Station | \$2.9M
- Jackson County Airport Apron Pavement | \$735K
- Town of Braselton Library Expansion | \$4.1M
- GSU Langdale Hall 6th Floor Renovation | \$565K
- Bartow County Parking Deck | \$2.88M



S EDUCATION

BS, Agricultural Engineering, University of Georgia

PROFESSIONAL LICENSE

Engineer in Training, GA #029266 GSWCC Level II, #106669

AREA OF EXPERTISE

Project Management Transportation Design

SUMMARY OF QUALIFICATIONS

Sam serves as a graduate engineer and inspector for transportation related projects. He performs preliminary engineering duties utilizing AutoCAD and hydrology software. He is familiar with GDOT's processes as he uses these manuals and guidance in local transportation design projects as well as in the field for construction and inspection projects.

PROJECT EXPERIENCE

Construction Management:

- Town of Braselton Library Expansion | \$4.1M
- Town of Braselton Davis St and Brassie Ln Improvements | \$1.83M
- Atlanta Area School for the Deaf | \$2.97M
- Clayton County Lake Spivey Recreational Facilities | \$288K

Transportation Design:

City of Milton Birmingham Bridge Culvert Replacement - Served as assistant project engineer for this off system bridge replacements along Birmingham Road. Project included analysis and evaluations of drainage area and the selected replacement structure. Project impacted the main entrance to a subdivision which required entrance monument impacts to be evaluated. Sam assisted with erosion plans, quantities, and estimates.

Cherokee County McCurley Road Rehabilitation - Served as assistant project engineer for this roadway rehabilitation to improve a local, substandard roadway located in the southwestern portion of Cherokee County. Project is approximately 0.6 miles and included increasing pavement width to 10-foot lanes with 5-foot grass shoulders, and roadside ditches with 4:1 slopes. The project also included reviewing vertical alignments, verifying right of way, and improving drainage using cross-drain pipes.

Town of Braselton Thompson Mill Road Lifepath Extension - Served as assistant design engineer for this 11-foot, foot path that will connect downtown Braselton to Lake Lanier. Project included survey, utility coordination and design. Town of Braselton Thompson Mill Road at Deaton Creek - Served as assistant design engineer for this intersection improvement project that created a 4-way intersection on a previous 2-lane road to improve the level of service due to the new Deaton Creek development. Project plans included curb and gutter, signing and marking, erosion plans, etc.

Town of Braselton Davis Street and Brassie Lane Roadway and Drainage Improvements - Served as Project Manager and Superintendent for this roadway and drainage improvement project. Project includes roadway and pedestrian improvements, new sidewalks, decorative crosswalks, medians, drainage improvements, curb and gutter, landscaping and hardscaping.



EDUCATION

BS, Civil Engineering, Kennesaw State University

PROFESSIONAL LICENSE

Engineer in Training, GA #030389 GSWCC Level IB, II, #104115

AREA OF EXPERTISE

Cost-to-Cure Reporting
Construction Engineering Inspections
Transportation Design
GDOT PDP Process, AASHTO
standards, MUTCD

SUMMARY OF QUALIFICATIONS

Will serves as a graduate engineer and inspector for transportation related

projects. He performs preliminary engineering duties utilizing AutoCAD and hydrology software as well as cost-to-cure reporting for local and state government transportation projects. He is familiar with GDOT's processes as he assists senior design engineers with GDOT specialty reports for Right of Way. The specialty reports include cost-to-cure, septic tank/well, trade fixture reports, as well as the field inspections for these reports. He has experience with construction inspections, transportation design, and construction administration.

PROJECT EXPERIENCE

Sigman Road Widening - Rockdale County, Served as inspector for Pl0013163 and Pl0012886 Sigman Road Widening Phase II, Widening and Multi-Use Trail, project widens Sigman Road for 6.5 miles from E of Lester RD to Irwin Bridge Road from two to four 12-foot lanes separated by a 20-foot raised median, shoulders upgraded to urban-type with curb and gutter and the left shoulder widened to 21-feet with a 10-foot multi-use path and the right shoulder to 16-feet with a standard 5-foot sidewalk. Project budget is \$15+ million.

Holly Springs Parkway Widening - Served as inspector for this widening from a 2-lane rural to a 4-lane urban with raised median and curbing. Project also included a new traffic signal and bridge culvert. Will assisted with inspections and project management throughout the construction phase.

City of Holly Springs LMIG - Served as assistant project manager, assisting with construction administration and preparing bid documents for the City of Holly Springs' Local Maintenance and Improvement Grant (LMIG) program.

Cost-to-Cure Projects:

- Villa Rica Highway (SR 61) Widening, Paulding County, Pl0013702
- SR 20 Corridor Widening, Cherokee County, widening and reconstruction of SR 20 from CR 762/Union Hill Rd to CR 765/E, Pl00014132
- SR 20 Corridor Widening, Cherokee County, widening SR 20 to six lanes, PI00014131
- SR 1/SR20/US 27 Bridge Replacement over the Etowah River and Norfolk Southern Railroad, Floyd County, Pl0013718
- SR211 Widening Phase II, Barrow, Gwinnett, & Hall Counties, from Pinot Noir Dr to SR 347, Pl0016089





SECTION 5: COST PROPOSAL

MUST BE RETURNED WITH PROPOSAL~ IN A SEPARATE FILE RFP 25-PW02: Cost Proposal

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

The undersigned Offeror, having familiarized themselveswith 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 below:

Print Inspector Daily Rate (8 hour day+ vehicle)~ Year 1:\$ _628.00
Print Total Price in Words~ Year 1:Six Hundred Twenty Eight Dollars and 00/100
Annual Escalator% (if applicable): _4_2_5_o/c_o
*Please also provide a list of hourly rate(s) of inspectors and any other applicable staf members to support a project inspection. This can be provided on a separate sheet of the Offeror's own form. An annual escalator, if applicable, must be included in the separate rate sheet as well.
Print/Type Company Name and Address: BM&K, Inc. 6700 Highway 53. Bras &
Date4.3.2025
Print/Type Name and Title Donald B. Clerici, PE President

BM&K Hourly Rates Prepared for City of Milton 4/3/2025				
Billing Category	Hourly Rate			
Principal-in-Charge	\$250			
Senior Project Manager	\$210			
Project Manager	\$190			
Project Engineer	\$125			
Senior Inspector	\$105			





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2025

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).

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road, Suite370	CONTACT NAME: PHONE (A/C, No, Ext): CONTACT PAX (A/C, No, Ext): (A/C, No):	
3780 Mansell Road, Suite370 Alpharetta, GA 30022	ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: National Union Fire Ins Co Pittsburgh PA	19445
INSURED	INSURER B: Allied World Assurance Company (U.S.)	19489
BM&K, Inc. P.O. Box 878	INSURER C: New Hampshire Insurance Company	23841
Braselton GA 30517	INSURER D: Lloyds	085202
2.433.1677 377 33377	INSURER E: Evanston Insurance Company	35378
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 85133658

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	✓ COMMERCIAL GENERAL LIABILITY			GL 6360582	8/1/2024	8/1/2025	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$25,000
	A CARLON AND AND AND AND AND AND AND AND AND AN						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY			CA 5774680	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
В	✓ UMBRELLA LIAB ✓ OCCUR			ENVUMB20000300	8/1/2024	8/1/2025	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED / RETENTION \$10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 013265763 (AOS)	8/1/2024	8/1/2025	✓ PER OTH- STATUTE ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		WC 013265764 (CA)	8/1/2024	8/1/2025	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	1177					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional Liability			B0146LDUSA2405147	8/1/2024	8/1/2025	Per Claim \$5,000,000	
Ε	Pollution Liability			CPLMOL112871	8/1/2024	8/1/2025	Aggregate \$5,000,000 Per Occurrence \$5,000,0 Aggregate \$5,000,000	

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

CERTIFICATE HOLDER	CANCELLATION
City of Milton 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
	Matias Ormaza

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID:	
100#	



ADDITIONAL REMARKS SCHEDULE

Page	of

AGENCY		NAMED INSURED
Greyling Insurance Brokerage		BM&K, Inc. P.O. Box 878
POLICY NUMBER		Braselton GA 30517
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: Certificate of Liability Insurance (03/16)

HOLDER: City of Milton

ADDRESS: 2006 Heritage Walk Milton GA 30004

Additional Named Insureds:

Berg-Oliver Associates; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079 Horizon Environmental Services; 1507 South IH 35; Austin, TX 78741

LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042 LJA Program Management, LLC (fka Ramos Consulting, LLC); 7500 Rialto Boulevard, Building

2, Suite 100, Austin, TX 78735

LJA Energy, Inc 3600 W Sam Houston Pkwy., S. Suite 625, Houston, TX 77042 LJA Telecom, Inc. (fka GXT, Inc. or GXT, Ltd.) 2700 La Frontera Boulevard Suite 2000 Round Rock, TX 78681

Paragon Consulting Group, Inc. 350 Airport Rd, Griffin, GA 30224

Alliance Engineering & Planning LLC; Alliance Surveying LLC; DBA Alliance Engineering, Planning, Landscape Architecture; 299 S Main Street, Suite A, Alpharetta, GA 30009

Carter Associates, Inc. 1708 21st Street Vero Beach, FL 32950

LJA Telecom Construction, Inc., LJA Engineering, Inc., 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042

Donald W. McIntosh Associates, Inc., 1950 Summit Park Dr., Suite 600, Orlando, FL 32810 Afendras Archaeology, 746 E. Center Road, Goldsby, OK 73093 Freeland & Kauffman, Inc., 209 W. Stone Avenue, Greenville, SC 29609 BM&K, Inc., P.O. Box 878, Braselton, GA 30517

Lonestar Program Controls Group, LLC, 803 Haven Point Loop, New Braunfels, TX 78132-4339 LJA Engineering, Inc. - 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042 Gonzalez-Strength & Associates, Inc. - 1550 Woods of Riverchase Drive, Suite 200, Hoover, AL 35244

BSE Consultants, Inc. - 312 S. Harbor City Boulevard, Unit 4, Melbourne, FL 32901 Pharis Design - 2525 South Lamar Boulevard, Unit 3, Austin, TX 78704

Peters and Yaffee, Inc. 9822 Tapestry Park Circle, Units #204-5 Jacksonville FL 32246

General Liability Maximum Annual Aggregate limit \$10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional

Insured that provides Additional Insured status to the Certificate Holder only when there is a written

contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms CG2010 12/19 (includes ongoing operations) & CG2037 12/19 (GL); CA 2048 12/13 (Auto).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed

prior to a loss per policy forms CG 2404 12/19 (GL); CA 20 48 (10/13) (Auto); and WC 00 03 13 (4/84) (WC). The Umbrella Liability policy follows form to the underlying General, Automobile and Employers Liability policies.

ACORD 101 (2008/01)

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ARKS SCHEDULE Pageof
ARKS SCHEDULE Pageof
BM&K, Inc. P.O. Box 878 Braselton GA 30517
EFFECTIVE DATE:
e (03/16)
roviding that 30 days notice of cancellation and 10 days notice of cancellation for non-cificate Holder by the Insurance Carrier, if
o T

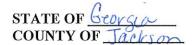
ACORD 101 (2008/01)

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EXHIBIT "C"

See Exhibits "A" and "B"

EXHIBIT "D"



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:

Federal Work Authorization User Identification	I hereby declare under penalty of perjury that the
Number	foregoing is true and correct.
1 2 2 2 2 2	Executed on 22hd May, 2025 in
4-17-2009	Braselton (city), 6A (state).
Date of Authorization	C QC
BM&K, Inc.	Signature of Authorized Officer or Agent
Name of Contractor	D Olares D Ol 1
	Don Chen'ci President
Construction Engineering and Inspection	Printed Name and Title of Authorized Officer or
Services	Agent
Name of Project	
City of Milton, Georgia	SUBSCRIBED AND SWORN BEFORE ME
Name of Public Employer	ON THIS THE 22 DAY OF
Tunie of Luone Employer	May , 20,25.
	0.000
	Show on Millederson
	NOTARY PUBLIC AAA
	THOTAKI KOBOLCANO
	NOTARY SEALL
	18 NOTARY ALZ
	E - 0 4
	PUBLIC JOE
	My Commission Expires
	5-23-04ATY JUNE
	The state of the s

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 BM&K, 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, 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	I hereby declare under penalty of perjury that the foregoing is true and correct.	
	Executed on, 20 in (city), (state).	
	(city), (state).	
	Signature of Authorized Officer or Agent	
Name of Contractor		
Construction Engineering and Inspection Services Name of Project	Printed Name and Title of Authorized Officer or Agent	
City of Milton, Georgia Name of Public Employer	SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF	
	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:

Position

Individual

	, Project Manager
Vill HOUTES	PROJECT INSPECTOR
,	