



FINANCIAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on November 12, 2024, for the November 18, 2024, Regular City Council Meeting

DocuSigned by:

Sara Leaders

1D62B68B9E9A487...

AGENDA ITEM: Approval of a Professional Services Agreement between the City of Milton and Lose & Associates, Inc. dba Lose Design for Conceptual Design Services on the Deerfield Area Active Park

DEPARTMENT RECOMMENDATION

Staff recommends approval.

BACKGROUND

The City of Milton issued a Request for Proposals seeking a professional engineering consultant and/or subconsultant(s) with site design services and architectural design support for development of a conceptual 30% design plan for a new active recreation park in the Deerfield Area. The project scope generally includes public involvement, data collection, alternative analysis, and recommended alternative conceptual design for the ultimate production of construction documents for the development of a new active recreation park. Lose Design was selected to provide these services.

PROCUREMENT SUMMARY

Purchasing method used: RFP
Account Number: 300-6110-521200005 (PA-2412)
Requisition Total: \$48,500.00

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – November 12, 2024
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – November 8, 2024
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Karen Ellis

45755D597160487...

DocuSigned by:

Steven Krokoff

9E6DD808EBB74CF...

ATTACHMENTS

Professional Services Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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





**PROFESSIONAL SERVICES AGREEMENT
Design Services for Deerfield Area Active Park**

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 **LOSE & ASSOCIATES, INC. dba LOSE DESIGN**, a foreign corporation, with its principal place of business in Georgia located at 3237 Satellite Blvd, Building 300, Duluth, GA 30096 (herein after referred to as the "Consultant"), collectively referred to herein as the "Parties."

WITNESSETH:

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

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

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

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

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

B. Project Description. The “Project” at issue in this Agreement is generally described as: provide engineering, site design, and architectural design services for the development of a conceptual 30-percent design plans for a new active recreation park in the Deerfield Area in Milton, Georgia. During this phase of the project, the City may present additional property within the vicinity of the site identified in the RFP for shared use or additional park space considerations that will be part of the conceptual design plans.

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

D. Schedule, Completion Date, and Term of Agreement. Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement (“Term”) shall commence as of the Effective Date and this Agreement shall terminate upon completion of all Work, provided that certain obligations will survive termination/expiration of this Agreement). Work related to developing the plan Tasks 1, 2, 3, and 4 shall be completed by June 30, 2025. Work related to future “Tasks” (Tasks 5 and/or 6) for construction documents and /or construction services may be added at the discretion of the City with scope, timing and fees separately negotiated, which negotiations the parties anticipate will occur on or before the expiration date of this contract. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the Term , and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City’s provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by City.

II. WORK CHANGES

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

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

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

B. **Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case,

exceed for Tasks 1-4: **FORTY-EIGHT THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$48,500.00)** (the "Maximum Contract Price"), except as outlined in Section II(C) above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon lump sum prices. The City, at its discretion, may choose to negotiate scope and fee for Tasks 5-6 under a change order or additional agreement. To the extent any additional Work is added on an hourly rate basis, the rates provided in Exhibit B shall govern.

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

☒ There shall be no reimbursement for costs.

IV. COVENANTS OF CONSULTANT

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

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

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

C. City's Reliance on the Work. Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City

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

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

E. Consultant's Representative. Whit Alexander [INSERT NAME] shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

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

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

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

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

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

I. Insurance.

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

to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

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

may ensure the financial solvency of Consultant; self-insured retentions should be included on the certificate of insurance.

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

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

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

- (vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.
- (b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.
- (c) All Coverages.
 - (i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.
 - (iii) Incorporation of Indemnification Obligations. Policies shall include an endorsement incorporating the indemnification obligations assumed by Consultant under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Consultant shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) Verification of Coverage: Consultant shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Consultant is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Consultant's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient

evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

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

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

- (1) Consultant shall provide evidence on City-provided forms, attached hereto as **Exhibits “D” and “E”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

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

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

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

☐ 500 or more employees.

☐ 100 or more employees.

☒ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

K. Records, Reports and Audits.

(1) Records:

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

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

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

observe and inspect any or all of Consultant's facilities and activities during normal hours of business for the purpose of evaluating Consultant's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

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

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

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

Consultant acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific

information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

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

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

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

Q. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant (“Materials”) shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

R. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this

Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

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

V. COVENANTS OF CITY

- A. **Right of Entry.** City shall provide for right of entry for Consultant and all necessary equipment as required for Consultant to complete the Work; provided that Consultant shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. **City's Representative.** Sara Leaders, PE, LSIT, Public Works Director or her designee shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

- A. **For Convenience.** City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.
- B. **For Cause.** Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Consultant within thirty (30) calendar days of Consultant providing City with notice of a delinquent payment and an opportunity

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

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

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

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

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

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

VII. MISCELLANEOUS

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

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

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

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

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

F. Notices.

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

NOTICE TO CITY shall be sent to:

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

NOTICE TO CONSULTANT shall be sent to:

Lose & Associates, Inc. dba Lose Design
Attn: Whit Alexander
3237 Satellite Blvd, Bldg 300
Duluth, GA 30096

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

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

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

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

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

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

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

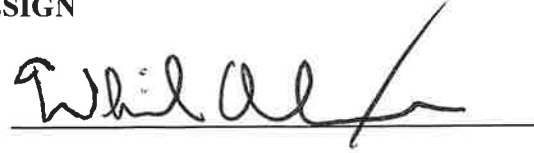
N. Material Condition. Each term of this Agreement is material, and Consultant’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

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

**CONSULTANT: LOSE & ASSOCIATES, INC dba
LOSE DESIGN**

Signature: _____



Print Name: Whit Alexander

Title: **[CIRCLE ONE]**

President/Vice President (Corporation)

[CORPORATE SEAL]

Attest/Witness:

Signature: _____

Print Name: Tammy Bayle

Title: Secretary
(Assistant) Corporate Secretary



CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: City Clerk

Approved as to form:

Signed by:

Jennifer McCall

11/12/2024

City Attorney

Date

EXHIBIT "A"



CITY OF MILTON REQUEST FOR PROPOSALS (THIS IS NOT AN ORDER)	
RFP Number: 24-PW09	RFP Title: Design Services for Deerfield Area Active Park
Due Date and Time: August 22, 2024, by 2:00 pm EST <i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>	Number of Pages: 47
ISSUING DEPARTMENT INFORMATION	
Issue Date: July 25, 2024	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.miltonga.gov
INSTRUCTIONS TO OFFERORS	
Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	Mark Envelope/Package: RFP Number: 24-PW09 Name of Company or Firm Special Instructions: Deadline for Written Questions August 6, 2024, by 5:00 PM EST Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	
OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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



TABLE OF CONTENTS

Offeror's RFP Checklist

Disclosure Form

Proposal Letter

Contractor Affidavit and Agreement (E-Verify)

Schedule of Events

Section 1: Project Overview and Instructions

Section 2: RFP Standard Information

Section 3: Scope of Services

Section 4: Offeror Qualifications

Section 5: Cost Proposal

Section 6: Evaluation Criteria

Section 7: Standard Contract Information

Sample Standard Contract

OFFEROR'S RFP CHECKLIST

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

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

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



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

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

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

Name of Offeror _____

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

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

Amount/Value

Description

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



**RFP# 24-PW09
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (24-PW09), Design Services for Deerfield Area Active Park.

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

PROPOSAL SIGNATURE AND CERTIFICATION

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

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

E-Verify Number

Date of Authorization

Name of Contractor

Design Services – Deerfield Area Active Park
Name of Project

City of Milton, Georgia
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer
or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

SCHEDULE OF EVENTS

Task	Date
Issue RFP	July 25, 2024
Site Visit <i>(recommended, but not mandatory)</i>	n/a
Deadline for Questions	August 6, 2024, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, August 12, 2024
Proposals Due	By 2:00 p.m. EST on August 22, 2024
Award Contract	October 7, 2024 (proposed)

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

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

The City of Milton is requesting proposals from qualified firms to provide engineering, site design, and architectural design services for development of a conceptual 30-percent design plans, for a new active recreation park in the Deerfield Area in Milton, Georgia.

The City intends to select a single consultant team to provide all the required services through this selection process. The selected firm will be expected to provide services in accordance with the project schedule established by the City of Milton. The City, at its discretion, may choose to negotiate the scope, fees, and schedule with the Consultant for the development of the full construction documents for the plans developed as part of this RFP.

The City is also receiving proposals for Construction Management at Risk (CMAR) services and expects these contracts to successfully deliver the Deerfield Area Active Park with a target opening date of October 1, 2026. The City's total budget for the project is \$16,000,000 - \$20,000,000. This includes all design, pre-construction activities, and all construction-related activities. The City expects the Design Consultant and the Construction Manager, if selected, to work cooperatively to maximize the value of the City's available funding to build a facility that will serve the City's needs for the next 30 years.

The City of Milton, Georgia was incorporated in 2006 and is in the process of developing and expanding its public parks and facilities. The City intends to construct a new active recreation park located along Deerfield Parkway in the vicinity of 300 Deerfield Parkway in Milton, Georgia. The new proposed facility will include four (4) baseball/softball fields, two (2) multipurpose rectangular fields and other park-related amenities. The project elements reflect priorities and identified needs detailed in the City's community-driven, Council-approved 2027 Comprehensive Parks & Recreation Master Plan.

The City is underway with an implementation plan for the Deerfield character area that incorporates the prior planning efforts and expands on the visualization of the landscaping and final architectural styles and uses. As that effort progresses, the styles of this proposed facility and proposed buildings/structures associated with this park, will be guided by that plan. The City expects an aesthetic look that complements its surroundings and is similar to other recent construction in this character area of the City. It is desired that the new proposed park include a new road connection to an adjacent property to improve access for both properties as envisioned in several previous plans and studies in the Deerfield area. The fields are proposed to be artificial turf material. The City is looking for a relatively low-maintenance facility.

All Offerors must comply with all general and special requirements of the RFP information and instructions enclosed herein.

1.1 SINGLE POINT OF CONTACT

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

consideration. Contact information for the single point of contact is:

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

1.2 REQUIRED REVIEW

A. Review RFP.

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

B. Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on August 6, 2024**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.

The City will provide an official written answer to all questions on or about **August 12, 2024**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at <http://www.miltonga.gov/finance/bids-rfps>. Offerors must sign and return any addendum with their RFP response.

D. Standard Contract.

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

E. Mandatory Requirements.

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

1.3 NON-DISCRIMINATION

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

1.4 SUBMITTING PROPOSALS

Consultants must organize their proposal into sections that follow the following format. For the purposes of the RFP, the term "company" shall refer to the prime respondent of this RFP, or in other words, the company with whom the City will contract.

The term "consultant" shall refer to any and all consultants with whom the prime respondent will be including on the project team. The RFP shall clearly delineate any experience, background, etc. between the prime "company" and "consultants". Additionally, the consultant must provide a written statement that the Project Manager will not be replaced without written permission from the City.

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

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

A. Submittal Requirements.

Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. Contractor Affidavit and Agreement (eVerify)
5. Technical Proposal:
 - a. No more than eight (8) pages (resumes and references can be added as an appendix and do not count towards the 8-page limit).
 - b. Cover page(s), table of contents, tabs, and required forms do not count toward the page limit
 - c. Minimum of 11-point font

Each Technical Proposal Shall Contain:

- A. Qualifications of the Design Team - information about the overall makeup of the project team, including:
 - 1. Identity of all key personnel, a description of their respective responsibilities and duties, and each team members experience with similar projects
 - 2. Identify any previous projects on which members of the proposed design team have worked together.
 - 3. Include qualifications related to working with CMAR projects
 - 4. Resumes of team members may be included in the at the end of the proposal and do not count toward page limits.
- B. Work Plan - Describe plans to provide the requested services including:
 - 1. Narrative description of the proposed methodology to be used to accomplish the required tasks
 - 2. Provide any anticipated challenges and any innovative approaches
 - 3. Provide an anticipated project schedule, resources and current company workload demonstrating the firm's ability to complete the work within the proposed schedule.
- C. Schedule - Project timeline is critical, and schedule should include detailed tasks for the conceptual phase and major milestones to deliver full construction documents.
- D. Related Projects and References
 - 1. Description of past and current projects or contracts similar to this project, including the degree of involvement of your firm and/or personnel assigned to the project.
 - 2. Include specific details of any design projects that were eventually constructed using CMAR
 - 3. Include names, titles, and all contact information including email addresses for clients for whom your firm has performed similar work.
- F. Pricing (See Section 5.0)
- G. Applicable Addenda Acknowledgement Forms (if necessary)

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

B. Failure to Comply with Instructions.

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

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

Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps by 2:00 PM on August 22, 2024.

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

D. Late Proposals.

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

1.5 OFFEROR'S CERTIFICATION

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

1.6 COST OF PREPARING PROPOSALS

A. City Not Responsible for Preparation Costs.

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

B. All Timely Submitted Materials Become City Property.

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

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

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

2.1 OFFEROR COMPETITION

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

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.

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

B. Procurement Officer Review of Proposals.

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

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

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

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

A. Initial Classification of Proposals as Responsive or Nonresponsive.

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

B. Determination of Responsibility.

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

C. Evaluation of Proposals.

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

D. Completeness of Proposals.

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

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

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

F. Best and Final Offer

The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision.

Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.

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

H. Request for Documents Notice.

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

I. Contract Negotiation.

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

J. Contract Award.

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

2.4 RIGHTS RESERVED

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

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

SECTION 3: SCOPE OF PROJECT

3.0 PROJECT DESCRIPTION

The City of Milton is seeking a professional engineering consultant and/or subconsultant(s) with site design services and architectural design support for development of a conceptual 30-percent design plans, for a new active recreation park in the Deerfield Area. The project scope generally includes public involvement, data collection, alternative analysis, and recommended alternative conceptual design for the ultimate production of construction documents for the development of a new active recreation park.

The project consists of the construction of a new active park with several playing fields. Specifically, the goal of the proposed park is to include a minimum of four (4) baseball fields (various sizes), tow (2) multipurpose (football/lacrosse/soccer) fields, a concession building, restrooms, a maintenance building, accessory prefabricated structures for use as storage buildings and pavilions, a playground area (possibly an all-inclusive playground due to the diverse location), batting cages, scoreboards, proper seating areas for spectators, retaining walls, a parking lot, field and parking lot lighting, stormwater quantity control and water quality treatment, and site grading. Additionally, interparcel connectivity by a new roadway connection to the neighboring properties for pedestrians and vehicle use is desired.

The City is currently also requesting and evaluating proposals for delivering this project via a Construction Manager at Risk (CMAR) procurement methodology. The decision to pursue this will be based on the proposals received through the CMAR RFP.

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

TerraMark Professional Land Surveying – Preliminary ALTA Survey:

<https://www.miltonga.gov/home/showdocument?id=7703&t=638568132858563773>

CPL Architecture Engineering Planning – Park Feasibility Study:

<https://www.miltonga.gov/home/showdocument?id=7699&t=638568128976358638>

CPL Architecture Engineering Planning – Park Feasibility Concept:

<https://www.miltonga.gov/home/showdocument?id=7701&t=638568129166444906>

Barge Design Solutions - Parks Master Plan:

<https://www.miltonga.gov/home/showpublisheddocument/2726/637316164132000000>

Additional items that will be made available to the selected consultant include:

- Data collected during due diligence that is currently still underway
- Planning documents developed as part of the Deerfield Implementation Plan (planning study) that is currently underway.
- Site plans and historic site data, surveys, etc. provided by sellers
- 2-foot aerial topography (provided as an export from GIS in available CAD formats)
- 2023 aerial photography (provided as an export from GIS)
- Final ALTA survey in digital CAD format by TerraMark Land Professional Surveying

Consultants shall provide a scope and cost for the design services for the development of a 30-percent conceptual plan for this project; cost will be an element of the selection committee's evaluation of the proposals. The project will begin once a contract is awarded to the selected consultant. The project schedule should assume a contract approval by Mayor and Council on October 7, 2024.

The City of Milton places a high priority on the timely completion of the project. Proposals that demonstrate the ability to deliver a completed project within a shorter timeframe will be given favorable consideration.

Consultants should provide detailed timelines and schedules that outline the key milestones and completion dates. The proposed schedule should account for Tasks 1-5 of the project.

3.1 GENERAL SCOPE OF SERVICES

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

Any applicable components of the plan should utilize accepted industry standards and specifically follow:

- a. Georgia Department of Transportation (GDOT) Design Policy Manual (current edition), and applicable addenda.
- b. Georgia Department of Transportation (GDOT) Standards and Specifications (current edition), and applicable addenda.
- c. AASHTO Standards, latest edition and applicable addenda, including Design of Pavement Structures, Policy on Geometric Design of Highways and Streets, Roadside Design Guide, Bridge Design Specifications, and applicable addenda.
- d. Manual on Uniform Traffic Control Devices (MUTCD) current edition, and applicable errata.
- e. Americans with Disabilities Act (ADA) latest requirements
- f. Atlanta Regional Commission's Georgia Stormwater Management Manual (current edition)
- g. Applicable City of Milton Code of Ordinances

3.2 SPECIFIC SCOPE OF SERVICES

The City of Milton is seeking professional engineering, site design, and architectural support services for development of conceptual 30-percent design plans, for a new active recreation park in the Deerfield Area.

Task 1: Public Involvement

Consultant will work with City staff, the Parks and Recreation Advisory Board, City Council, and any other community stakeholders to continue and refine feedback from the public on desired components and amenities for the new park. Consultant shall propose options to solicit feedback including surveys, in-person public/stakeholder meetings, and/or agenda items for various boards and council. The feasibility study that was completed on June 21, 2024, and link provided in the Section 3 above, began this effort based on limited information available. This task will complete the initial public involvement to determine the

program/menu of amenities and offerings at this park. Further public involvement will be part of the alternatives analysis and presentation of the recommended alternative conceptual design tasks as well.

Task 2: Data Collection

Consultant will collect the base data needed to analyze existing conditions and determine conceptual site alternatives and plans. The data to be collected or obtained includes:

- Create a base file using all available information
- Verify available survey data (any identified gaps or supplemental information needed will be negotiated under a separate task order)
- Drainage patterns, drainage basins, study points, sensitive areas
- Grading and topography challenges
- Soil data (available through online sites for preliminary review)
- Traffic data to be provided by the City
- Utility service availability and conflicts
- Field visit and observations

Task 3: Alternative Analysis

Based on the established base file, Consultant shall work with City staff to develop recommended scenario(s) and alternative(s) for the park. This may include up to three (3) field alignment options and various footprints for other amenities/features. The alternatives shall be presented to the public in various forms and any feedback received documented. Consultant shall propose options to solicit feedback including surveys, in-person meeting(s), and/or agenda items for various boards and council. A report will be created to document the work completed as part of this task.

Task 4: Recommended Alternative Conceptual Design

The City shall select a preferred layout and features for the property. The consultant team shall develop that option to a 30-percent conceptual design including detailed cost estimates and potentially working with the CMAR team for the cost estimation component if the City elects to utilize this method for the project. Consultant shall also prepare a traffic memo reviewing the impacts and any recommendations for further transportation improvements. The City may utilize TSPLOST funding for a proposed new roadway connection to an adjacent property to the Northwest (3065 Webb Road) to improve access for both properties and any traffic related components of the project. Estimates will be needed for those transportation purpose eligible components within the scope. This Task shall also include preliminary locations of walls, stormwater management areas, water and sewer connection points, landscape areas, and undisturbed areas. Consultant shall assist the City in presenting this final concept to the Parks and Recreation Advisory Board and the City Council.

Task 5: Construction Documents

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

Task 6: Construction Services

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

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

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

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

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



SECTION 5: COST PROPOSAL

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE **RFP 24-PW09: Cost Proposal (Tasks 1-4 only)**

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

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

Task 1: \$ _____

Task 2: \$ _____

Task 3: \$ _____

Task 4: \$ _____

Print Total Price (Tasks 1-4 only): \$ _____

Print Total Price in Words: _____
(Tasks 1-4 only)

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

Print/Type Company Name Here: _____

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Title _____

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

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

- A selection team for the City will initially evaluate and score all submittals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.
- Cost Proposals will be reviewed after the technical review process.
- Hourly rates are provided to be used in negotiation of future construction documents and construction services

The City reserves the right to award the contract to the most responsible and responsive proposal that the City determines provides the best value with price and other factors being considered.

Proposal Evaluation Criteria:

Qualifications of the Design Team

20 pts.

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

Work Plan

20 pts.

- Project approach
- Project innovations

Schedule

20 pts

- Ability to deliver project within a shorter timeframe
- Scoring is based on schedule for Tasks 1-4 as well as Task 5

Related Projects and References

20 pts.

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

Price (Section 5)

20 pts.

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

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

Total Possible Points Available are 100 points.

1. Interviews and Product Demonstration

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

2. Final Ranking

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

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

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

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

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

7.2 SUBCONTRACTOR

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

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

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

7.5 COMPLIANCE WITH LAWS

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

7.6 CONTRACT TERMINATION

See sample contract.

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 24-PW09**

Upon receipt of documents, please email this page to:

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

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

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Signature
ADDENDUM #1

Date

ADDENDUM #1 RFP 24-PW09

Questions and Answers

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

1. Does the City expect the selected design team to begin Task 3 based upon the Park Feasibility Concept C authored by CPL and submitted 06/21/24, and build upon those recommendations? ~ No, the CPL work was for feasibility of the site to determine if the property could accommodate various active park components. The components identified in Task 1 will drive the starting point for Task 3.
2. Can the City give further information on the wetlands and stream identified in the Park Feasibility Concepts? Are these State designated? ~ Yes, the City was provided with a 2010 survey of the property during due diligence that showed the delineations of the wetlands and springheads that established buffers. The City had the surveyor that prepared the 2010 survey to conduct a field inspection of the current conditions. The wetlands on the site are completely confined inside the 25' State stream buffers. These documents will be provided to the selected consultant for use in Tasks 1-4. If supplemental information is needed during these tasks or in task 5, the scope and fee for those services will be negotiated separately.
3. Task 3 states "the alternatives shall be presented to the public in various forms..." Can you give more detail on the expectations of this statement? ~ The City expects in-person, virtual and digital opportunities for public input.
4. Task 1 calls for community engagement to "continue and refine feedback from the public..." Will the City provide any previously gathered public feedback from prior community engagement workshops? Does this Task imply that the City is reconsidering the program of the Park as shown in CPL Park Feasibility Concepts? ~ Yes, the City will provide all previously gathered public feedback. Yes, the City is open to and expects some reconsiderations from the CPL feasibility concepts.
5. The ALTA survey shows a stream crossing the site, and a stream to the south just outside the property. Do we need to include Environmental Study, buffer, and wetlands delineation in our scope of work? ~ This does not need to be included in Tasks 1-4. Consultant or subconsultants on the team should be able to provide this type of scope and obtain any environmental permits if needed on future negotiated tasks. See response to question #1 for information on this topic.
6. The RFP mentions a Traffic Memo needs to be made, and that "traffic data" will be supplied by City (which we interpret as traffic counts). Will we need to include a Traffic Study in our scope of work? ~ Yes, the City has traffic counts from Deerfield Parkway and peak hour intersection counts for Deerfield Parkway at Webb Road. The intersection was analyzed during the [2023 Comprehensive Transportation Plan](#) and can be found in Appendix B of the final report:

<https://www.miltonga.gov/home/showpublisheddocument/7274/638374721123030000>

A traffic memo/study will be part of Task 4 based upon the determined access points and potential interconnection to SR 9. The City expects the adjacent property to the northwest (tax parcel 22 527010470090) to redevelop in the next few years. The traffic analysis will need to include an assumption on what that redevelopment will include as part of the interparcel access analysis. The assumed estimated density and usage will be provided by the City. In addition to review of access points for the site, the intersection of Deerfield Parkway and Webb Road will be analyzed for potential improvements needed to maintain an acceptable LOS with the additional volumes from the park development. The traffic study/memo will follow the general requirements for a [traffic study](#):

<https://www.miltonga.gov/home/showpublisheddocument/3406/637393870423870000>

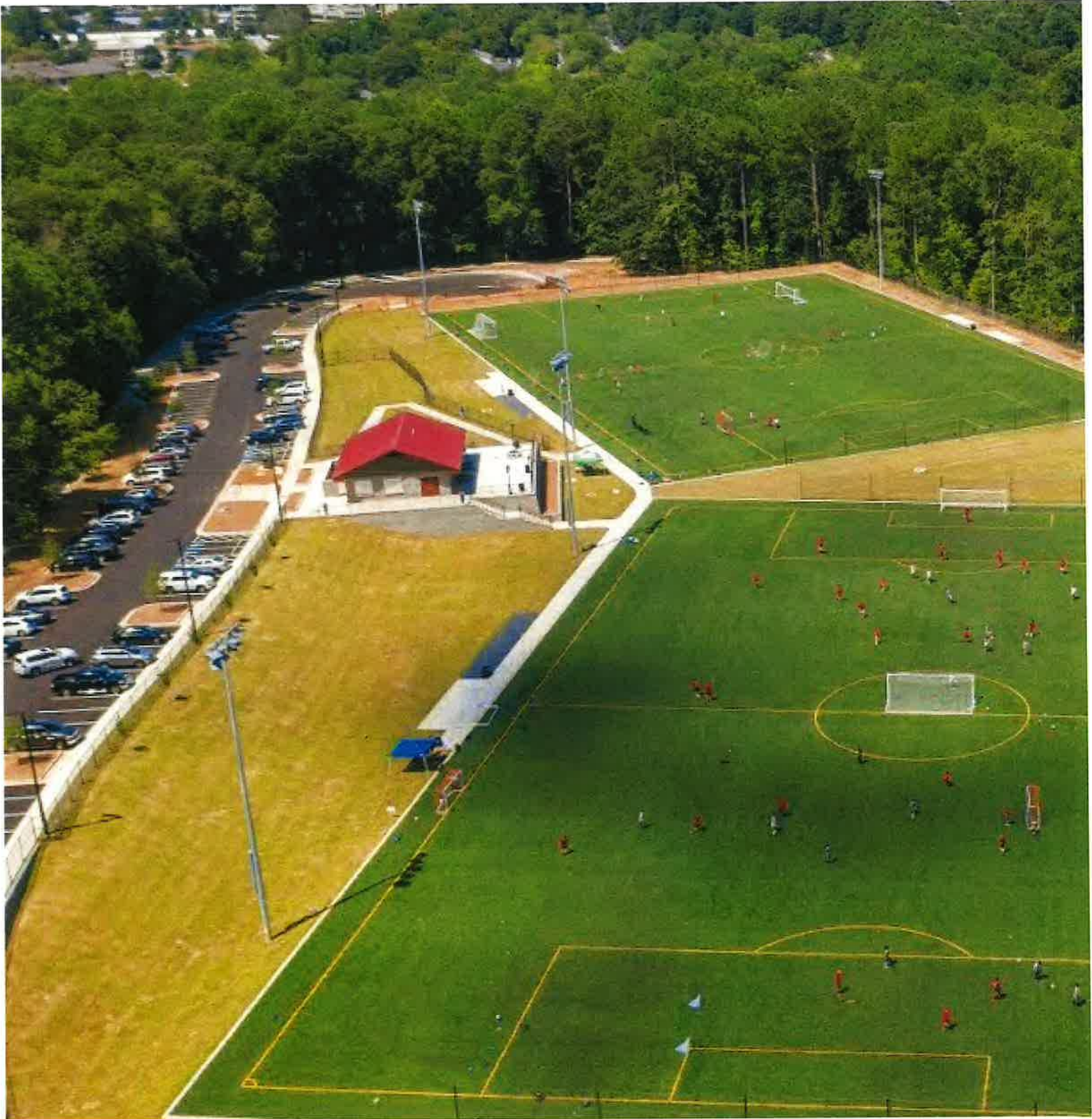
EXHIBIT “B”

REQUEST FOR PROPOSALS 24-PW09
Design Services for
Deerfield Area Active Park

City of Milton, GA
August 22, 2024

prepared by:

LOSE
DESIGN
SPACES FOR LIFE.





August 22, 2024

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

Dear Members of the Selection Committee:

Lose Design is pleased to present our response to your **"Design Services for Deerfield Area Active Park RFP Number: 24-PW09."** We are a multidisciplinary firm with over 40 years of experience providing park and recreation design. We have been designing park master plans since 1982, and our portfolio includes over 1000 park and recreation facilities. Our team focuses on creating spaces that support the most fundamental human needs to live, work, and play – what we call **SPACES FOR LIFE**. We are comprised of professionals dedicated to helping our clients bring their unique vision to life and do not settle for "off the shelf" design solutions. Instead, we strive to develop custom equitable and sustainable solutions that maximize value for your investment.

At Lose Design, we build teams – comprehensive teams that address specific needs of each unique project. We regularly work with other parks and recreational specialists to create projects rooted in deeper understanding and expertise. We also build teams that are approachable, ensuring our clients feel comfortable in expressing their ideas and concerns. The result is a collaborative partnership where all project stakeholders are part of the design process. Additionally, our proactive communication style allows you to be confident that there will be no surprises and your project will be delivered as expected.

We are excited by the opportunity to build a working relationship with the City of Milton, and we are confident in our ability to engage your project, committed to not only meeting your project's schedule/timeline/budget but also doing so in a manner that is creative and fun!

Please feel free to contact me at (770) 338-0017 or via email at walexander@lose.design if you have any further questions. On behalf of everyone at Lose Design, I thank you for your consideration and hope to hear from you soon regarding this project!

Sincerely,

A handwritten signature in black ink, appearing to read "Whit Alexander", with a stylized, flowing script.

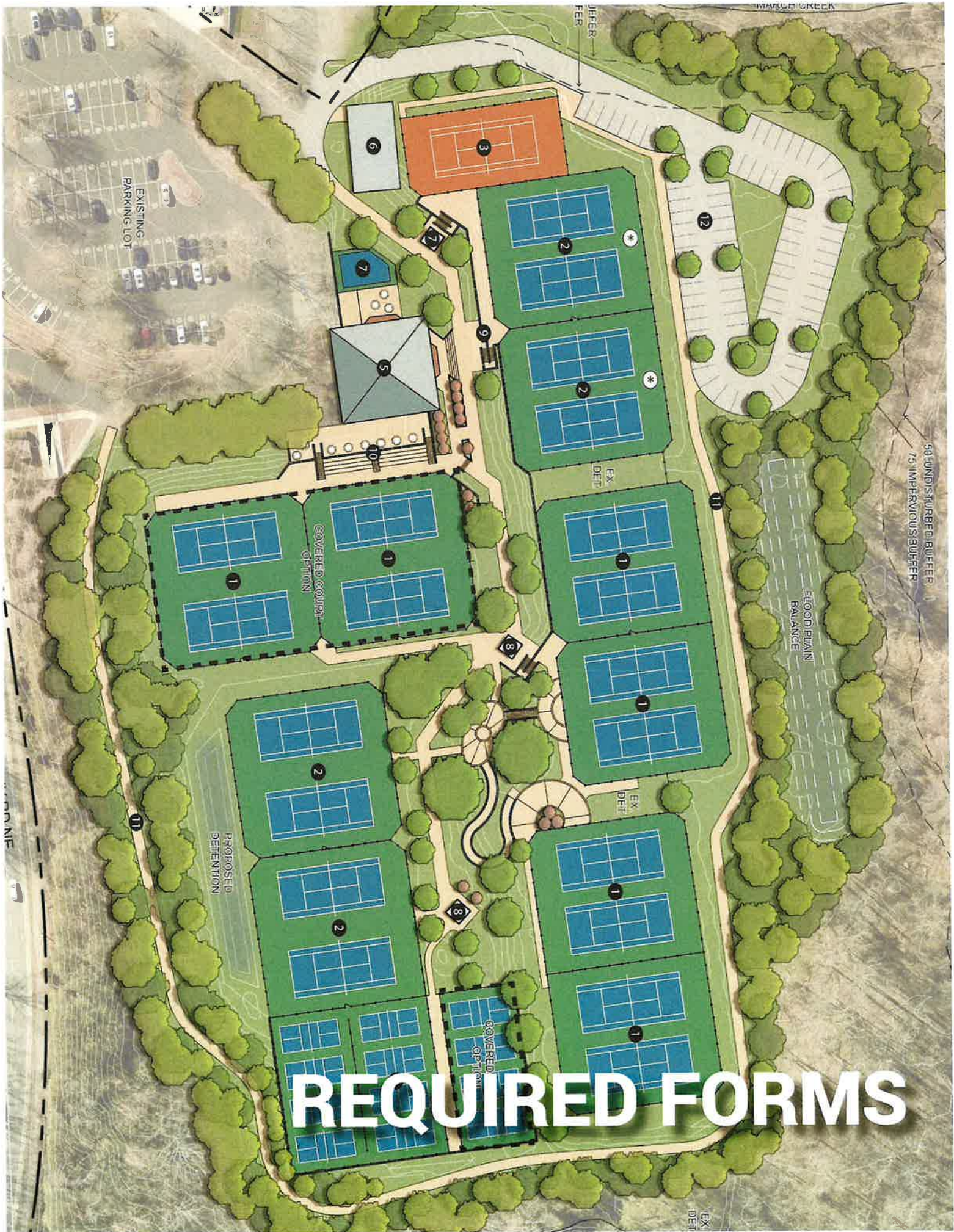
Whit Alexander, PLA, ASLA, LEED® AP
Executive Vice President - CMO

TABLE OF CONTENTS

REQUIRED FORMS

SECTION A	Qualifications of the Design Team
SECTION B	Work Plan
SECTION C	Schedule
SECTION D	Related Projects and References
SECTION F	Pricing
SECTION G	Applicable Addenda Acknowledgement Forms
	APPENDIX






REQUIRED FORMS



CITY OF MILTON REQUEST FOR PROPOSALS

(THIS IS NOT AN ORDER)

RFP Number: 24-PW09	RFP Title: Design Services for Deerfield Area Active Park		
Due Date and Time: August 22, 2024, by 2:00 pm EST			Number of Pages: 47
<p><i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i></p>			
ISSUING DEPARTMENT INFORMATION			
Issue Date: July 25, 2024			
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004		Phone: 678-242-2500 Website: www.miltonga.gov	
INSTRUCTIONS TO OFFERORS			
<p>Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/bidnet/bidnet.html</p> <p>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.</p>		<p>Mark Envelope/Package: RFP Number: 24-PW09 Name of Company or Firm</p>	
		<p>Special Instructions: Deadline for Written Questions August 6, 2024, by 5:00 PM EST</p>	
		<p>Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps</p>	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS			

OFFERORS MUST COMPLETE THE FOLLOWING			
Offeror Name/Address: Lose Design 3237 Satellite Blvd. Building 300 Duluth, GA 30096		Authorized Offeror Signatory:  Whit Alexander, Executive Vice President - CMO (Please print name and sign in ink)	
Offeror Phone Number: (770) 338-0017		Offeror FAX Number: N/A	
Offeror Federal I.D. Number: 62-1211960		Offeror E-mail Address: walexander@lose.design	
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE			

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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





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

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

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

Name of Offeror Lose Design

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

Whit Alexander, Executive Vice President - CMO

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

Amount/Value	Description
<u>0</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

<u> </u>	<u> </u>
<u> </u>	<u> </u>



**RFP# 24-PW09
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL**

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (24-PW09), Design Services for Deerfield Area Active Park.

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 8/21/2024

Print/Type Name Whit Alexander; Executive Vice President - CMO

Print/Type Company Name Here Lase Design



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:

90718

E-Verify Number

1/15/2008

Date of Authorization

Lose & Associates, Inc. d.b.a. Lose Design

Name of Contractor

Design Services – Deerfield Area Active Park
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on August, 21, 2024
in Duluth (city), GA (state).

Signature of Authorized Officer or Agent

Whit Alexander; Executive Vice President - CMO
Printed Name and Title of Authorized Officer
or Agent

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



May 17, 2027



SECTION A |

Qualifications of Design Team

SPACES FOR LIFE.

Lose Design was founded in 1982 and provides landscape architecture, civil engineering, architecture, and land planning services. Our first recreation project was performed in 1985. We have now grown to five offices nation-wide, with 50+ employees serving over a dozen market sectors throughout the U.S., China, and the Caribbean.

Lose Design creates spaces that support the most fundamental human needs to **live, work and play**. We are **dedicated** to helping our clients bring their vision to life. Our professionals do not settle for “off the shelf” design solutions. Instead, we develop custom solutions that maximize value for your investment.

At Lose Design, our team designs projects in an **approachable** manner to ensure our clients feel comfortable in expressing their ideas and concerns. The result is a collaborative partnership where all the project stakeholders are part of the process.

Our customer-centric culture ensures that our team will be **responsive** to your program, budget, timeline and most importantly, to any concerns you may have along the way. Our proactive communication style allows you to be confident there will be no surprises and your project will be delivered as expected.

Lose Design offers a full range of professional architectural, engineering, recreation design, landscape architectural, and land planning services -- all in house -- ensuring a more efficient design process for our clients.

Because members from all of our design disciplines regularly participate on our projects, our projects are more likely to be strongly coordinated in the fine details of design. Our reputation is built on exceptional performance in delivering projects on time and within budget, on preparation of detailed opinions of probable cost, strategic and comprehensive scheduling and detailed construction administration.

Lose Design excels at distinctive, efficient and effective design.

We approach each job with the needs of both the client and the community in mind – achieving a balance amongst budget, use and aesthetics. Our multi-disciplinary team looks at all aspects of a project, ensuring that interior and exterior elements flow and function as one and complement their surroundings. When planning site and structure improvements, we also take into account safety issues, traffic flow, energy efficiency, ADA accessibility and the use of low-cost, durable materials.

“There is not a day that goes by on which we are not working on a park project.”

When we say we specialize in park and recreation and other public facilities design and engineering, we back it up with the fact that over the years, 2/3 of our firm's total revenue is from park and recreation and other public facilities projects.

Through the years, our firm has supported the field of park and recreation and public facilities design in many ways. These include:

- Company founder David Lose served as chair of the National Recreation and Park Association
- Team members regularly attend GRPA conferences
- Executive VP Whit Alexander meets with the staff of US Members of Congress to support legislative action funding park and recreation initiatives.
- Whit Alexander has served on the Board of Directors for his State Park and Recreation Association



CMAR

We are very familiar with the CMAR process and several of our recent projects have been developed in this method. Both our Project Manager, Aaron St. Pierre, and our Principal-In-Charge, Whit Alexander, managed our work on the Sports Complex at Kennesaw State University, Gas South District in Gwinnett County, and Brook Run Park in Dunwoody, which were built in this manner. On each, we worked with the CMAR to value engineer systems as part of their Guaranteed Maximum Price, engineered site work to make it more constructable given the contractors available resources, and eliminated the need for change orders.

TEAM

The following team is comprised of in-house team members with a history of working together on recreation projects. **The majority of this team works from our Duluth, GA office. Additional staff will be available if needed.** All Lose Design team members work together regularly, if not daily, on similar park projects.

***Aaron St. Pierre** - Project Manager & Lead Landscape Architect

Alex Lucas - Landscape Architectural Assistance

Macon Chapman - Landscape Architectural Assistance

Brandon Barth - Landscape Architectural Assistance

Gabriella Evans - Landscape Architectural Assistance

***Whit Alexander, PLA, LEED® AP** - Principal-In-Charge and Quality Control/Quality Assurance

***Sean Guth** - Architect

Amber Smith - Architectural Assistance

Barbara Cedeno - Architectural Assistance

***Scott Samuel, P.E.** - Civil Engineer

Jason Miles, P.E. - Civil Engineering Assistance

Ned Wang, P.E. - Civil Engineering Assistance

Kirsten Telesz, P.E. - Civil Engineering Assistance

***These personnel are our key team leaders. Each currently has capacity for two additional projects & will be accessible/involved in the Deerfield Park Project to a high level.**

SUBCONSULTANTS

For specialized aspects of our recreation projects, we regularly utilize the services of trusted subconsultants. For this project, we have included the following firms on our team each of whom has worked with us on multiple park designs.

- **Parsons Engineering, Inc.** - Electrical Engineering
- **Harms Engineering, Inc.** - Mechanical Engineering
- **William J. Peltier and Associates, Inc.** - Structural Engineering

****Resumes for the Project Team can be found in the Appendix****



SECTION B |

Work Plan

UNDERSTANDING:

We were excited to see the rfp for the development of the Deerfield Area Active park as we had the opportunity to work with the city in a limited way on the development of Friendship Community Park following the city's founding and have wanted the opportunity to work with the city again as it began development of other parks.

Our projects are led by licensed landscape architects, civil engineers and architects and their decades of experience of developing parks in the Atlanta area (as well as the rest of the Southeast) will be extremely useful in creating an initial concept plan that can truly be implemented into construction documents.

We regularly implement all the elements shown in the feasibility report and keep up to date on the latest trends in materials, dimensions, league requirements, construction techniques and development costs.



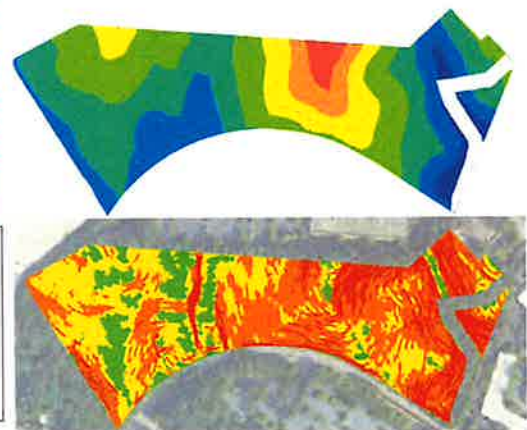
The RFQ asks that we outline potential challenges and solutions as part of our work plan. We understand that the initial feasibility report was tasked with seeing which facilities might fit on the property and now the conceptual process will explore further what can actually fit on the property (given topography, storm water requirements, parking requirements, etc.). Items from the feasibility report that we feel should be further explored include the following items:

Topography:

The area shown for the 4-field baseball complex has over 40' of vertical grade change which will require significant retaining walls. One way to accommodate these grades is to "step" the complex itself, with some fields and plaza being higher than lower fields. We have achieved this on several diamond field clusters, creating elevated spectator areas and retaining wall backstops in the process.

Number	Minimum Elevation	Maximum Elevation	Color
1	1060.000	1070.000	Blue
2	1070.000	1080.000	Dark Blue
3	1080.000	1090.000	Green
4	1090.000	1100.000	Light Green
5	1100.000	1110.000	Yellow
6	1110.000	1120.000	Orange
7	1120.000	1130.000	Red

Green	0% - 5% SLOPES
Yellow	5% - 8.33% SLOPES
Orange	8.33% - 15% SLOPES
Red	15% + SLOPES



Given the need for some space to accommodate stormwater conveyance for the fields beyond the outfield fences and the space needed to accommodate the retaining walls, it may prove difficult to also include the walking trails shown in the narrow spaces between the outfield fences and property lines. We will work with you to maximize the trail network where possible.

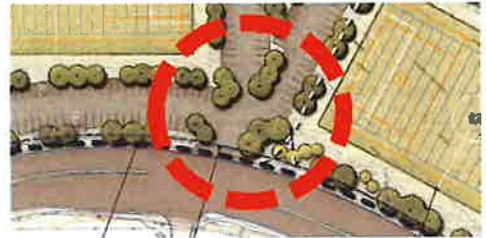


Similarly, there is a significant grade drop from one end of the rectangle fields to the other end (in some cases over 40 vertical feet), which will also require retaining walls and deep cuts/fills to achieve. We have successfully implemented fields in Riverdale and Duncan Park.

Parking and Traffic:

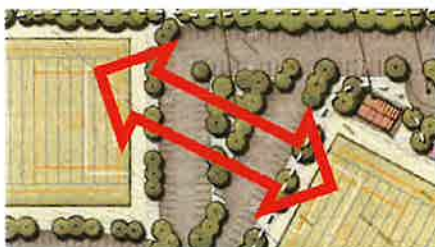
We see that the plan has a little over 300 parking spaces shown. Typical sports development standards for league play suggest 60 spaces per diamond field and 80 spaces (400 needed per the current concept) per rectangle field to accommodate both the teams that are occupying the fields, as well as overturn between games. Pickleball needs 4 parking spaces per court per typical standards. We will work with your team to find efficiencies and whether the field/parking space ratio needs adjustment.

The entrance/egress location along Deerfield Pkwy should also receive close attention. As shown in the initial concept, a driver must make a choice upon immediately entering the site at an intersection where it is not clear who has right of way at the first multi-driveway intersection. This creates an unsafe situation inside the park and will back up traffic onto Deerfield Pkwy.



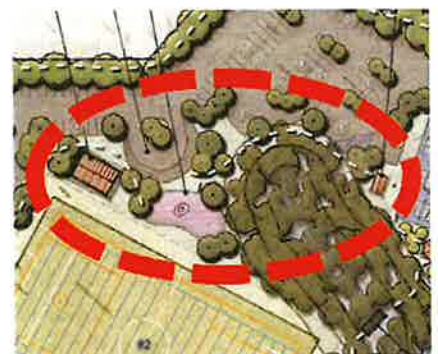
We will work to identify the best location and create vehicle stacking inside the park before arriving at the first internal intersection. This stacking will also be helpful to reduce traffic congestion inside the parking lots as vehicles leave the site after games and practice. This may require consideration of new curb cuts/turn lanes/median cuts, etc. on Deerfield Pkwy itself.

Safety and CPTED (Crime Prevention Through Environmental Design):



We saw that in earlier versions of the feasibility concept that the 2 rectangle fields were located adjacent to each other such that the concession/restroom building could serve both without people (i.e. children) having to cross driveways and parking lots to go between fields or go to the restroom/concession window. For safety reasons, by the time we successfully review road/parking/grades, etc. we would suggest trying to reconnect these fields without a road/parking dividing them.

We see that in the back of the site, there is a small restroom at the pickleball courts. While sometimes a necessity, we would recommend against how the plan creates a restroom where a single toilet is accessed from an external door that can be locked. This can lead to unwanted activity behind a locked door. An alternative, that will save significant costs, would be to organize the playground & concession/restroom area along with the pickleball courts, so that the restrooms at the rectangle field can also serve the needs of the courts. This may be needed in any event, as the courts are currently shown on an upstream drainage easement and relocating them and changing the parking arrangement may provide this opportunity to eliminate the costs of the one extra small restroom building.



Stormwater:

We see in the feasibility concept a mention of bioretention in a parking island, but don't see other areas set aside for volume detention. While infiltration (pervious pavements, bioretention, etc.) will help reduce runoff, developments of this size will still likely require large amounts of volume detention. If space is of a premium, we may want to consider underground stormwater storage units similar to those we installed at Brook Run Park in Dunwoody and Tumlin Park in Marietta, where there wasn't sufficient space for typical detention ponds.



SCOPE OF WORK:

Task 1 Public Involvement:

Kickoff Meeting

We will meet in person with your team to discuss project objectives, establish lines of communication, set timelines and calendars, and begin collecting materials. We will discuss which portions of the concepts from the feasibility study that should be presented or not presented as part of the upcoming public input process, based on our understanding of what may or may not be feasible on the property.

Stakeholder Input

We will meet with individuals and various stakeholders (Milton Pickleball Association, Hopewell Baseball, Eagle Stix Girls Lacrosse, North Georgia Recreation, North Atlanta Football League, AYSA, RU Milton, etc), who have a vested interest in the project and listen to their ideas. We anticipate this being a group meeting with representatives from the various groups involved. We will work with your team to identify the groups who should be represented in the meeting.

Initial Public Input

To engage the public at large, we will host and facilitate a casual and friendly public open-house input meeting where citizens can review our site findings and give us ideas for the plans. This may even be held as a pop-up meeting at another Milton event. We like to include fun and engaging exercises (voting exercises for preferences, games, etc.) as we've found these tend to solicit better feedback. We will work with you to determine the best location to hold this meeting.

Virtual Public Input and Survey (Note, this service was not requested in the rfp, but is a service we feel would add value to the public input process, and it could be added to the project if desired).

Understanding that not everyone is able to attend public meetings, and some feel uncomfortable in group settings, we have developed techniques to gather public input online using software such as Social Pinpoint. We can use the software to create a website (which you can link in your online materials). At the initial stage, we will ask citizens for input on programming, similar to that at the public meetings. Citizens' responses and ideas can be subsequently tabulated for inclusion in planning decisions.

An example of this type of input experience for another of our park master plan projects is found at <https://losedesign.mysocialpinpoint.com/old-riverside-park-master-plan>

Task 2: Data Collection:

Collection and Base Plan Preparation

We will work with your team as we review the available

survey data and identify areas where subsequent surveying is needed. This will also include a review of available online soil data and recommendations for additional soil borings (to identify rock) needed to drive plan recommendations. We will review traffic data from the city, utility service locations and types, drainage patterns and locations for potential detention/study points. Using these materials, we will prepare a base file for use in the planning process.

Site Inventory and Analysis

For site analysis, we strongly feel that we must spend time on each project site to let the site speak to us and to give us ideas for eventual implementation. Each site's unique soils, topography, connectivity, trees, solar angles, sounds, etc. play a role in the ultimate proper and sustainable design solution. We will evaluate the current site conditions, structures, cultural features, easements, surrounding circulation patterns, safety and overall CPTED (Crime Prevention Through Environmental Design), ADA compliance, stream buffers and wetlands, drainage patterns, surrounding land uses, surrounding neighborhoods, etc. We will analyze GIS files and other data.

Task 3: Alternative Analysis:

Using our background research of the feasibility report, the results of stakeholder and public input and our site analysis, we will build the list of potential programs, activities and facilities for inclusion in the plan. We will also be confirming these potential programs and facilities can physically be met on the property without significant harm to resources or budgets. We will discuss these with your team for inclusion in the alternative concepts.

We will then prepare 3 alternative layouts demonstrating the pros and cons of relationships between facilities, which facilities can (and cannot) easily fit on the property, alternatives for building footprints and elevation options, etc. A crucial part of this step will be consideration of grading and rock impacts, as well as proper management of stormwater. We will prepare conceptual grading/stormwater design for each of the 3 alternatives to demonstrate their true feasibility for construction. We will present these options to the public for review in another open house meeting (as well as post them to our social pinpoint website for further input). Following that we will prepare a report of the findings and public opinions and meet with your team and city officials to determine the preferred option to be refined into the recommended option.

Task 4: Recommended Alternative Conceptual Design to 30% Set:

Following the selection of the preferred alternative, we

will begin preparation of the 30% conceptual plan. A crucial component of this step will be to evaluate the scope of work to be accomplished in relation to the budget. If the CMAR is in place at this time, we will work with them to develop the pricing and value engineering recommendations. If they are not yet in place, we will use our knowledge of recent pricing and construction techniques for similar projects to help guide the plan. The building areas will be based on our portfolio of similar buildings for use in this conceptual effort. A traffic memo of impacts of the park's anticipated peak demands will be prepared for your use in TSPLOST funding. During this process, we will continue to coordinate with and plan to meet with local permitting staff to listen to their early suggestions on the plans to help expedite the review process. We will note desired geotechnical boring locations to help develop further structural considerations during the CD process. As the plans are completed, we will hold a review meeting with your team. Following that, we will present it to the Parks and Recreation Advisory Board and the City Council.

Task 5: Construction Documents:

Preparation of further Design Development Documents

Following the input from the 30% design effort, team architects, civil engineers and landscape architects will continue building and site work, including utility, grading, hydrology and stormwater designs and coordination with permitting and regulatory officials. Team structural engineers and MEP engineers will prepare their work as well as needed. We will prepare various rendered elevations, graphic site plans, and 3D imagery of the site features as appropriate for the scope of work. If a CMAR is involved, we will continue coordination with them as they prepare their pricing sets. If not, we will continue refining our opinions of probable cost. At each step, the updated cost numbers will be compared to the overall project budget to determine if any modification to the project program is needed. If opinions of probable cost exceed budget funding, your team will be asked to identify elements for later phasing consideration. The project schedule will be updated and next steps established.

Final Construction Documents/Permit Documents

Immediately following the receipt of the design development review comments, recommended changes will be made and preparation of the 95% construction documents/permit submittal documents will begin. We will continue coordinating with the CMAR on various plan options. We will continue coordination with requisite permitting agencies to develop permit submittal packages as soon as possible to expedite permitting. The plans and costs will be presented to your team for a 95% review meeting. Following that meeting,

we will update the plans, complete the necessary documents, and submit plans for permitting.

Comments received from permit officials will be forwarded to your team (and the CMAR, if that process is being used) along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and staff comments and will be resubmitted to the review officials for approval, where needed. Upon receipt of approved plans from review officials, a specification manual will be prepared and the project will be ready for construction

Task 6: Construction Services:

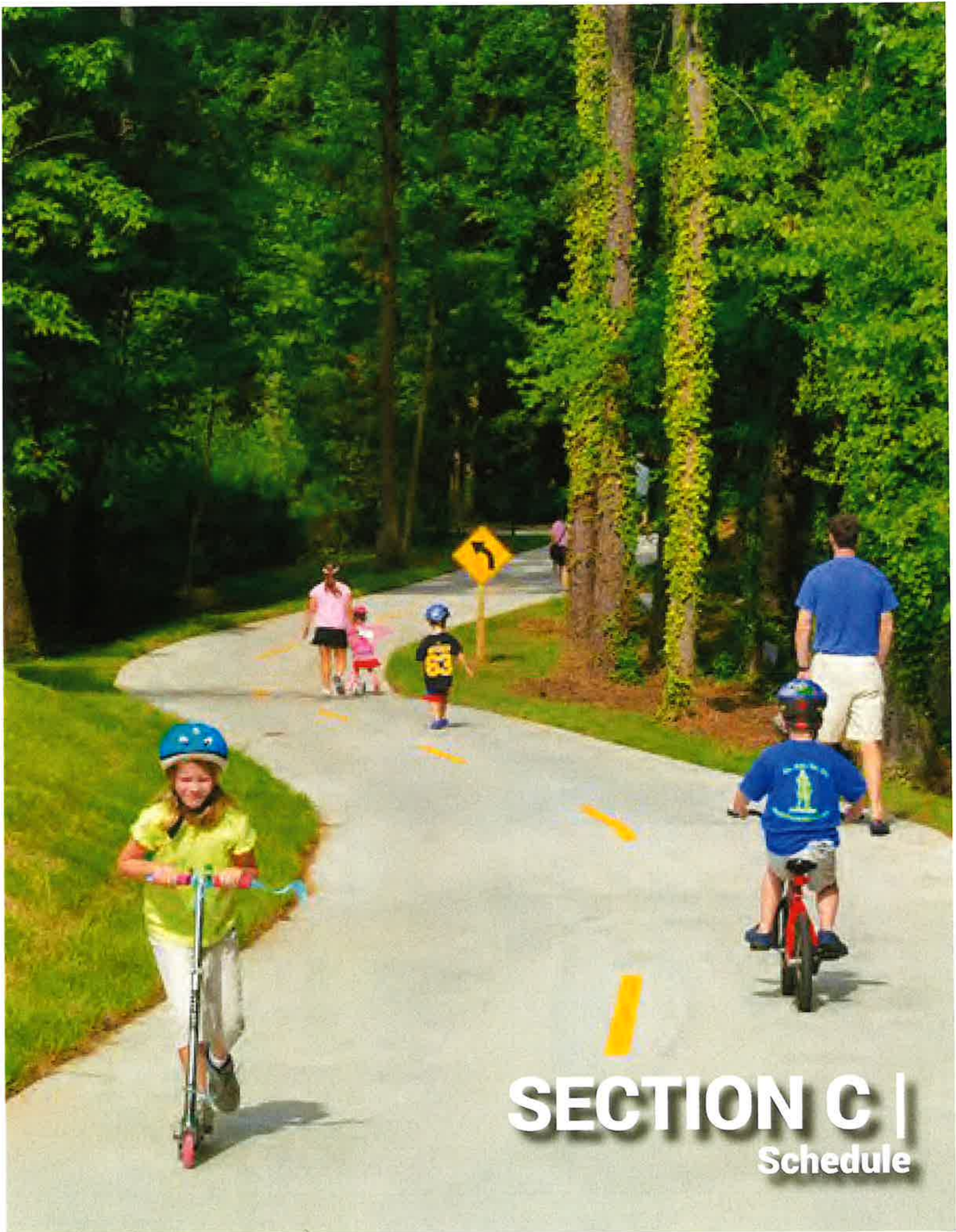
Bidding Assistance (if the CMAR process is not utilized): During the bid process, we will coordinate with your staff and other team members for the distribution of bid documents and attend and help facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications and addenda as necessary.

Construction Administration:

During construction, we will meet periodically with your team and the contractor onsite to discuss construction progress, observe site conditions, clarify matters for the contractor, and will prepare minutes of the meeting's discussions and findings. Some of these meetings will be attended by various staff, depending on the progress of construction and items needing review. Each month, we will review and approve the contractor's applications for payment. As they are submitted, we will review shop drawings, material submittals, requests for information, change order requests (both from owner and contractor), etc. As they are observed, defects will be noted for correction (minor noted as make corrections noted, major noted for resubmittal). As the project draws to a close, we will perform construction closeout review and coordinate with the contractor to collect contractor's occupancy certificates, warranties, as-built information, O&M manuals, lien releases, etc.

Workload Assessment:

As a firm with over 55 professionals and five office locations, we are managing 105 projects in various stages of completion across all offices, which results in approximately 1-2 projects per person. However, that is not to say each person's time is divided between assignments. Instead, when one project is in review by a client, or in the hands of another department for their work, in order to keep that person productive, 100% of that person's time is dedicated to another project. This is a normal work schedule for us, and we don't anticipate any workload issues with the Deerfield Park project

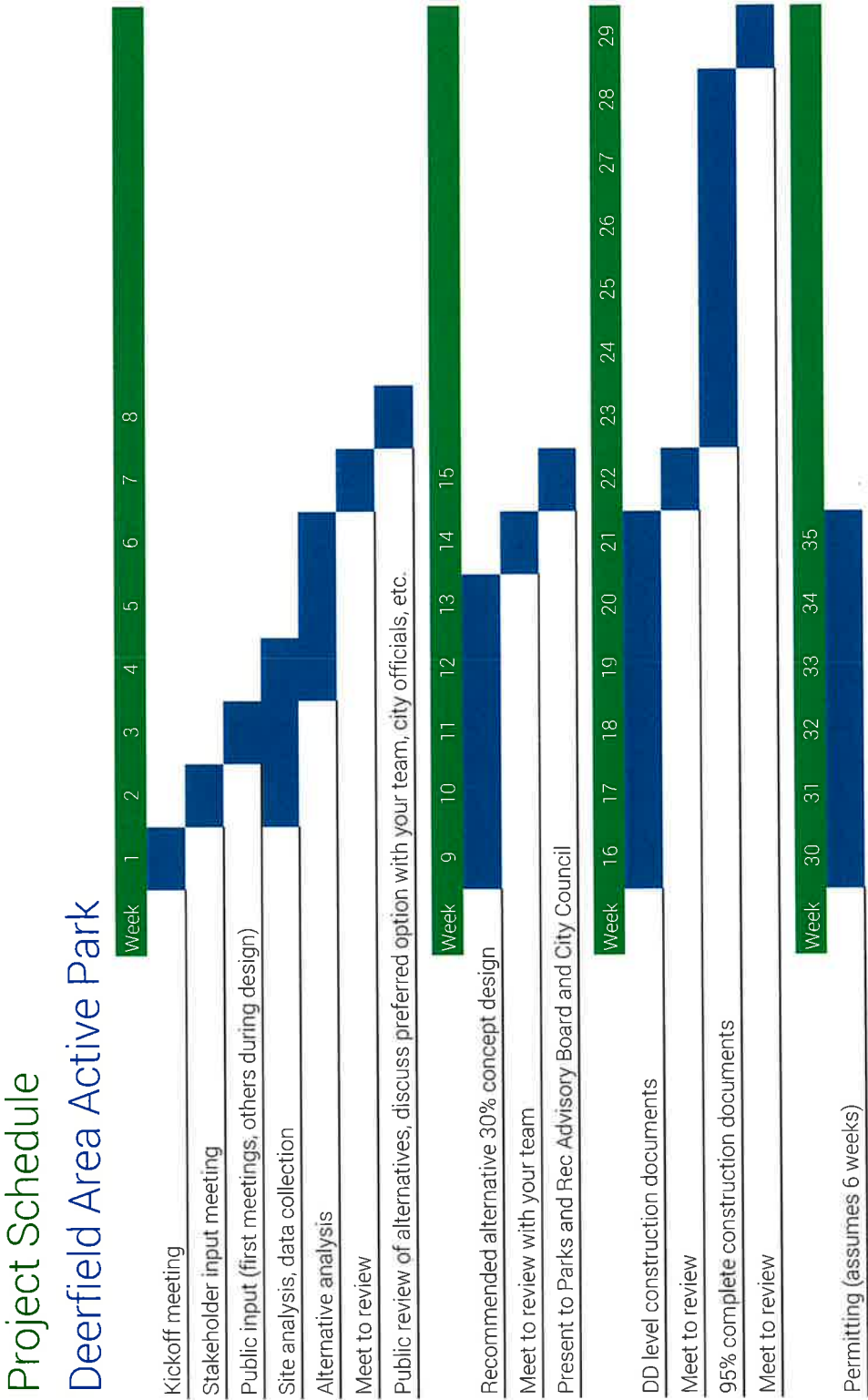


SECTION C |

Schedule

SCHEDULE

The following schedule outlines the steps from our work plan in a logical progression, providing multiple touch points and presentations, and takes our services through the permitting phase. The decision of whether or not to utilize a CMAR or to bid, timing of the selection of the CMAR, the amount of time the CMAR needs for their pricing efforts at each step, and amount of time the CMAR needs for construction, will play a role in the overall schedule.





SECTION D |

Related Projects and References

OUR EXPERIENCE



Communities we have served

Lose Design has completed master plans and construction documents for a wide range of parks and recreation projects and has established a reputation as a leader in the field. In the past 25 years, our firm has developed comprehensive planning documents for mixed-use projects valued at over \$2 billion and construction documentation for over \$500 million of built facilities. The majority of our 1,000+ public facility projects have been performed for repeat municipal government clients. Lose Design has also completed over 100 community-wide comprehensive master plans for cities and counties across the United States, for communities as small as 10,000 to metropolitan areas of over 1,000,000.

To demonstrate our experience with projects of this type, we have selected the following recent examples from our vast portfolio of similar work. Several were built using the CMAR process. On all projects we served as the prime design firm, providing landscape architecture, architecture and civil engineering. In order to meet the 8 page submittal requirement of the rfp, more information on these projects can be found in our appendix.

**Brook Run Park - Dunwoody, GA AND
Sandy Springs Tennis Center Feasibility Studies
- Sandy Springs, GA**

Reference: Brent Walker, CPRP, Former Dunwoody Parks Director (Currently Director of Recreation and Parks, City of Sandy Springs)
Phone: (770) 730-5600
Email: BWalker@sandyspringsGA.gov

**Lanierland Park - Forsyth County, GA AND
Fowler Park - Forsyth County, GA**

Reference: Jim Pryor, Former Forsyth Co. Parks Director (Currently general Manager/COO at Bent Tree Community, Inc.)
Phone: (770) 893-2629

Victor Lord Park - Barrow County, GA

Reference: Thomas J. "Jeff" Prine, CCM, LEED AP, Ascension Program Management
Phone: (404) 992-5050
Email: jprine@ascension-pm.com

Cherokee Veterans Park - Cherokee County, GA

Reference: Jud Martin, Former Capital Projects Program Manager (Currently with Moreland Altobelli and Cobb County)
Phone: (678) 493-6084
Email: jmartin@cherokeega.com

Dresden Park - Chamblee, GA

Reference: Jodie Gilfillan, CPRP City of Chamblee Director of Parks and Recreation Department
Phone: (770) 986-5010
Email: jgilfillan@chambleega.gov

Winston Park - Douglas County, GA

Reference: Chadwick Griffin, Director of Parks and Recreation
Phone: (770) 920-7129
Email: chadwickgriffin@douglascountyga.gov

Kennesaw State University Sports Complex - Cobb County, GA

Reference: Bob Heflin Head of the Real Estate Development for the KSU Foundation at the time of project
Phone: (470) 578-6027

Tumlin Park - Marietta, GA

James Oates Park - Dothan, AL

James I. Moyer Sports Complex - Salem, VA

Hal & Berni Hanson Regional Park - Loudoun County, VA



Victor Lord Park



Brook Run Park



Fowler Park



Dresden Park



Lanierland Park



Lanierland Park



Bristol Pickleball Park



Cherokee Veterans Park



Cherokee Veterans Park



Brook Run Park



SECTION F |

Pricing

PRICING

Our pricing document can be found in "Envelope 2 - Pricing" located on BidNet.



SECTION G |

Applicable Addenda Acknowledgement Forms



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 24-PW09**

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: Lose Design


CONTACT PERSON: Whit Alexander; Executive Vice President - CMO

ADDRESS: 3237 Satellite Blvd. Building 300, Suite 450

CITY: Duluth **STATE:** GA **ZIP:** 30096

PHONE: 770-338-0017 **FAX:** N/A

EMAIL ADDRESS: walexander@lose.design



Signature
ADDENDUM #1

8/21/2024

Date

Questions & Answers - 1

Solicitation RFP 24-PW09 - RFP 24-PW09, Design Services for Deerfield Area Active Park
Buying Organization The City of Milton

No	Question/Answer	Question Date
Q1	<p>Question: RFP Questions</p> <p>1. Does the City expect the selected design team to begin Task 3 based upon the Park Feasibility Concept C authored by CPL and submitted 06/21/24, and build upon those recommendations?</p> <p>Answer: See Addendum #1 - Answers to Questions</p>	08/06/2024
Q2	<p>Question: RFP Questions</p> <p>2. Can the City give further information on the wetlands and stream identified in the Park Feasibility Concepts? Are these State designated?</p> <p>Answer: See Addendum #1 - Answers to Questions</p>	08/06/2024
Q3	<p>Question: RFP Questions</p> <p>3. Task 3 states "the alternatives shall be presented to the public in various forms..." Can you give more detail on the expectations of this statement?</p> <p>Answer: See Addendum #1 - Answers to Questions</p>	08/06/2024
Q4	<p>Question: RFP Questions</p> <p>4. Task 1 calls for community engagement to "continue and refine feedback from the public..." Will the City provide any previously gathered public feedback from prior community engagement workshops? Does this Task imply that the City is reconsidering the program of the Park as shown in CPL Park Feasibility Concepts?</p> <p>Answer: See Addendum #1 - Answers to Questions</p>	08/06/2024
Q5	<p>Question: RFP Questions</p> <p>5. The ALTA survey shows a stream crossing the site, and a stream to the south just outside the property. Do we need to include Environmental Study, buffer, and wetlands delineation in our scope of work?</p> <p>Answer: See Addendum #1 - Answers to Questions</p>	08/06/2024
Q6	<p>Question: RFP Questions</p> <p>6. The RFP mentions a Traffic Memo needs to be made, and that "traffic data" will be supplied by City (which we interpret as traffic counts). Will we need to include a Traffic Study in our scope of work?</p> <p>Answer: See Addendum #1 - Answers to Questions</p>	08/06/2024

Signature:



Date: 8/21/2024

Print/Type Name: Whit Alexander; Executive Vice President - CMO



APPENDIX



WHIT ALEXANDER

PLA, LEED® AP

PRINCIPAL-IN-CHARGE and QUALITY CONTROL/QUALITY ASSURANCE

Whit Alexander is an Executive Vice President and CMO of Lose Design. He has been employed with Lose Design since 1997 and has served as the Director of our metro Atlanta office since 2004. Whit's vision secured new markets around the southeast and his initiatives expanded the company's services internationally. He initiated the company's rebranding campaign and, as the principal overseeing marketing efforts, is responsible for quality and consistency. He is also heavily involved in the firm's talent recruiting efforts, implementing a new internship program.

KEY PROJECTS

- Brook Run Park - *Dunwoody, GA*
- Lanierland Park - *Forsyth County, GA*
- Victor Lord Park - *Barrow County, GA*
- Cherokee Veterans Park - *Cherokee County, GA*
- Dresden Park - *Chamblee, GA*
- Winston Park - *Douglas County, GA*
- Kennesaw State University Sports Complex - *Cobb County, GA*
- Sandy Springs Tennis Feasibility Studies - *Sandy Springs, GA*
- Fowler Park - *Forsyth County, GA*
- James Oates Park - *Dothan, AL*
- James I. Moyer Sports Complex - *Salem, VA*
- Hal & Berni Hanson Regional Park - *Loudoun County, VA*
- Morgan Falls Overlook Park - *Sandy Springs, GA*
- Old Riverside Park Master Plan - *Sandy Springs, GA*
- Gas South District - *Duluth, GA*
- Elizabeth Porter Park - *Marietta, GA*
- Mill Creek Park Tennis Complex - *Statesboro, GA*
- Bray Property Pickleball Master Plan - *Lowndes County, GA*
- Parker Road Tennis Complex - *Rockdale County, GA*
- North Lowndes Park - *Hahira, GA*
- Jim Frost Stadium at Warner Park - *Chattanooga, TN*
- Western Region Resiliency Center - *Bay County, FL*

PROFESSIONAL CERTIFICATIONS

- LEED®AP - Leadership in Energy and Environmental Design
- CLARB Certified Landscape Architect

PROFESSIONAL AND COMMUNITY AFFILIATIONS

- GRPA - Georgia Recreation and Parks Association
- Board of Trustees, Chair of the Planning, Design and Development Section (former) Public Policy Committee

PROFESSIONAL EXPERIENCE

- Lose Design (1997 - Present)
- Patrick C. Moore, FASLA
Landscape Architects & Site Planners, Alexandria, LA (1994 - 1997)

EDUCATION

- Mississippi State University,
Bachelor of Landscape Architecture



AARON ST. PIERRE

PLA, ASLA, CID

PROJECT MANAGER & LEAD LANDSCAPE ARCHITECT

Aaron St. Pierre is a Vice President at Lose Design and Director of our Metro Atlanta office. Since joining Lose Design in 2007, Aaron has developed dozens of master plans and construction documents for facilities for client across the Southeastern U.S., with built improvements totaling over \$200 million since 2010. Throughout his extensive experience as a project manager, Aaron has developed skills to collaborate with design team members to meet client goal and expectations. With most of his projects having gone under construction, Aaron is aware of the necessity to develop plans and specifications with sufficient detail to permit accurate pricing on construction costs with a high degree of confidence.

KEY PROJECTS

- Brook Run Park - *Dunwoody, GA*
- Lanierland Park - *Forsyth County, GA*
- Victor Lord Park - *Barrow County, GA*
- Cherokee Veterans Park - *Cherokee County, GA*
- Dresden Park - *Chamblee, GA*
- Winston Park - *Douglas County, GA*
- Kennesaw State University Sports Complex - *Cobb County, GA*
- Sandy Springs Tennis Feasibility Studies - *Sandy Springs, GA*
- Fowler Park - *Forsyth County, GA*
- James Oates Park - *Dothan, AL*
- James I. Moyer Sports Complex - *Salem, VA*
- Hal & Berni Hanson Regional Park - *Loudoun County, VA*
- Morgan Falls Overlook Park - *Sandy Springs, GA*
- Old Riverside Park Master Plan - *Sandy Springs, GA*
- Gas South District - *Duluth, GA*
- Elizabeth Porter Park - *Marietta, GA*
- Rabbit Hill Park - *Gwinnett County, GA*
- Harbins Park - *Gwinnett County, GA*
- Yahoola Creek Reservoir Property - *Lumpkin County, GA*
- Hickory Flat Park Master Plan - *Cherokee County, GA*
- Yellow River Trail Network Master Plan - *Newton County, GA*
- Standing Boy Creek State Park - *Columbus, GA*

REGISTERED LANDSCAPE ARCHITECT

- Georgia License # LA001672

PROFESSIONAL AFFILIATIONS

- ASLA - American Society of Landscape Architects
- Certified Irrigation Designer



PROFESSIONAL EXPERIENCE

- Lose Design (2007 - Present)
- Baton Rouge Parks and Recreation
Commission (2006 - 2007)

EDUCATION

- Bachelor of Science in
Landscape Architecture,
Louisiana State University, 2007



ALEX LUCAS

LANDSCAPE ARCHITECTURAL ASSISTANCE

Alex Lucas joined Lose Design in 2021, following an internship with Barge Design Solutions in Atlanta, GA. He is proficient in Adobe Suites, AutoCAD, Sketchup, Lumion, and ESRI programs such as ArcMap and ArcPro.

KEY PROJECTS

- Lanierland Park - *Forsyth County, GA*
- Dresden Park - *Chamblee, GA*
- Winston Park - *Douglas County, GA*
- Sandy Springs Tennis Feasibility Studies - *Sandy Springs, GA*
- James I. Moyer Sports Complex - *Salem, VA*
- Old Riverside Park Master Plan - *Sandy Springs, GA*
- Langford Park - *Brookhaven, GA*
- The Grove Park - *Walton County, GA*
- Yellow River Trail Network Master Plan - *Newton County, GA*
- Driskell Park - *Albany, GA*

EDUCATION

- Bachelor in Landscape Architecture - University of Kentucky

PROFESSIONAL EXPERIENCE

- Lose Design (2021 - Present)



MACON CHAPMAN

LANDSCAPE ARCHITECTURAL ASSISTANCE

Macon Chapman joined Lose Design in 2021, bringing to our team his skills in Adobe (Photoshop, Illustrator, InDesign); CAD (AutoCAD, Land F/X); Microsoft Office (Word, Powerpoint, Excel); and Visualization (Sketchup, Lumion, Twinmotion, Hand Graphics).

KEY PROJECTS

- Lanierland Park - *Forsyth County, GA*
- Cherokee Veterans Park - *Cherokee County, GA*
- Dresden Park - *Chamblee, GA*
- Winston Park - *Douglas County, GA*
- Sandy Springs Tennis Feasibility Studies - *Sandy Springs, GA*
- James I. Moyer Sports Complex - *Salem, VA*
- Old Riverside Park Master Plan - *Sandy Springs, GA*
- Gas South District - *Duluth, GA*
- Langford Park - *Brookhaven, GA*

EDUCATION

- University of Georgia College Of Environmental Design; Major: Landscape Architecture; Minor: Horticulture, 2020
- University of North Georgia; Associate of Arts, 2016

PROFESSIONAL EXPERIENCE

- Lose Design (2021 - Present)



BRANDON BARTH

LANDSCAPE ARCHITECTURAL ASSISTANCE

Brandon Barth joined Lose Design in 2023 as an Intern at Lose Design and officially joined the team following his graduation from the University of Georgia.

KEY PROJECTS

- Lanierland Park - *Forsyth County, GA*
- Dresden Park - *Chamblee, GA*
- Winston Park - *Douglas County, GA*
- Old Riverside Park Master Plan - *Sandy Springs, GA*
- Bishop Park - *Clarke County, GA*
- Murphey Candler Park - *Brookhaven, GA*
- Hickory Flat Park - *Cherokee County, GA*
- The Grove Park - *Walton County, GA*

EDUCATION

- University of Georgia, Bachelor of Science in Landscape Architecture

PROFESSIONAL EXPERIENCE

- Lose Design (2023 - Present)



GABRIELLA EVANS

LANDSCAPE ARCHITECTURAL ASSISTANCE

Gabriella Evans joined Lose Design in 2022 following her graduation from the University of Kentucky. She has valuable knowledge in planning, environmental science and landscape design that was gained through various internships. She is skilled in hand drafting, technical design in AutoCAD, site renderings in Adobe Creative Suite and site modeling in Sketchup. She is passionate about creating unique site designs that will make an important impact in the surrounding community.

KEY PROJECTS

- Dresden Park - *Chamblee, GA*
- Old Riverside Master Plan - *Sandy Springs, GA*
- Gas South District - *Duluth, GA*
- Lavinder Pickleball Center - *Bristol, TN*
- Steele Creek Park - *Bristol, TN*
- Western Region Resiliency Center - *Bay County, FL*
- Fairview Independent Schools Athletic Fields - *Ashland, KY*
- Jim Roberts Park - *Franklin, KY*

EDUCATION

- University of Kentucky, Bachelor of Science in Landscape Architecture

PROFESSIONAL EXPERIENCE

- Lose Design (2022 - Present)
- University of Kentucky (Landscape Architecture Intern, 2022)
- Springhouse Gardens (Intern, 2021)
- Barrett Partners, Inc. Planning and Landscape Architecture (Intern, 2019)

A portrait of Sean Guth, a man with short dark hair, wearing a white button-down shirt, smiling against a blue and green background.

SEAN GUTH

AIA, NCARB, LEED® AP

ARCHITECT

Sean Guth is the President and CEO at Lose Design, leading the company with his exceptional expertise and extensive experience. Sean joined Lose Design in 2013, and he has consistently demonstrated implementation and utilization of improving technologies, such as the latest Building Information Modeling (BIM), for integrated project design, management, and delivery. Sean is highly skilled in project management and budgeting, making him an asset in managing multimillion-dollar projects with the utmost precision and efficiency. Sean's extensive experience has allowed him to acquire technical knowledge of building codes, zoning codes, hand drawing, and rendering programs. He has also gained valuable experience in the application of sustainable design principles, positioning him as an expert in the industry. Throughout his career, Sean has contributed to diverse projects on a global scale, refining his ability to seamlessly integrate architecture and urban design. His dedication to excellence, client satisfaction, and cost-effectiveness underscores his commitment to delivering high-quality outcomes for every project undertaken.

KEY PROJECTS

- Lanierland Park - *Forsyth County, GA*
- Cherokee Veterans Park - *Cherokee County, GA*
- Dresden Park - *Chamblee, GA*
- James Oates Park - *Dothan, AL*
- James I. Moyer Sports Complex - *Salem, VA*
- Hal & Berni Hanson Regional Park - *Loudoun County, VA*
- Bellevue Community Center - *Nashville, TN*
- Southeast Metro Recreation Center, Library & Park - *Nashville, TN*
- Morristown Landing Community Center - *Morristown, TN*
- Clarksville Soccer Complex - *Clarksville, TN*
- Ford Ice Center at the Goat Farm - *Nashville, TN*
- Public Works Compound - *Morristown, TN*
- Public Works Compound - *Columbia, TN*
- Indoor Sports Complex - *Williamson County, TN*
- Western Region Resiliency Center - *Bay County, FL*

REGISTERED ARCHITECT

- Georgia License # RA016286

PROFESSIONAL CERTIFICATIONS

- LEED®AP – Leadership in Energy and Environmental Design

PROFESSIONAL AFFILIATIONS

- AIA - American Institute of Architects
- NCARB Member

PROFESSIONAL EXPERIENCE

- Lose Design (2013 - Present)
- Harris Architecture, Hot Springs, AR (2011 - 2013)
- HLW International LLP, Shanghai, China (2010 - 2011)
- Locus Architecture, Denver, CO (2007 - 2009)
- Keeney Design, Denver, CO (2006)
- Terracon, Denver, CO (2002 - 2003)

EDUCATION

- Bachelor of Environmental Design in Architecture - University of Colorado, Boulder in 2007.
- Master of Architecture, University of Colorado, Denver
- Master of Urban Design from the University of Colorado, Denver



ARCHITECTURAL ASSISTANCE

Amber Smith joined the Lose Design team as a production assistant. She became NCIDQ certified in 2017 and is now an Interior Designer within our Architectural division. Amber is proficient in Autodesk Software Suite, Microsoft Office and Adobe Creative Suite. She is highly motivated and proficient in producing construction documents and architectural support.

KEY PROJECTS

- Cherokee Veterans Park - *Cherokee County, GA*
- Dresden Park - *Chamblee, GA*
- Winston Park - *Douglas County, GA*
- James I. Moyer Sports Complex - *Salem, VA*
- Hal & Berni Hanson Regional Park - *Loudoun County, VA*
- Driskell Park - *Albany, GA*
- Ford Ice Center at the Goat Farm - *Nashville, TN*

PROFESSIONAL CERTIFICATIONS

- NCIDQ (33223)

EDUCATION

- Bachelor of Science in Interior Design, University of Tennessee - Knoxville
- Technical Certificate in Computer-Aided Drafting, Nashville State Community College, Nashville, TN

PROFESSIONAL EXPERIENCE

- Lose Design (2015 - Present)
- Robinettedyer Architects, Nashville, TN (2015)
- Kirkland's (Intern), Nashville, TN (2014)



ARCHITECTURAL ASSISTANCE

Barbara Canuto is a trilingual architect with over 5 years of experience in Building Systems Architecture, Project Planning, and Interior Design. She has solid experience in technical design and project development on BIM platforms using Revit and ArchiCAD.

KEY PROJECTS

- Dresden Park - *Chamblee, GA*
- James I. Moyer Sports Complex - *Salem, VA*
- The Grove Park - *Walton County, GA*
- Pickleball Park - *Bristol, TN*
- Gas South District - *Duluth, GA*
- Lighthouse Village at Shanghia Resort - *LaFollette, TN*

EDUCATION

- Bachelor of Arts in Architecture And Urbanism; Graduate Degree in Building Information Modeling (BIM), Pontificia Universidade Católica De Minas Gerais Belo Horizonte, MG - Brazil
- Associate of Arts - Technical Architecture, Universidad Politécnica De Valencia - Valencia, Spain
- Associate of Science - English as a Second Language Education, Pellissippi State Community College

PROFESSIONAL EXPERIENCE

- Lose Design (2022 - Present)
- Construtora Sudoeste, Brazil (2021 - 2022)
- BH Airport - Aeroporto International Tancredo Neve, Brazil (2019 - 2020)
- Teresinha Geo Arquitetura e Interiores Brazil (2018 - 2019)



SCOTT SAMUEL

P.E.

CIVIL ENGINEER

Scott Samuel joined our team as an engineering team lead for the Atlanta Metro Office. He joined our team in 2023 and is responsible for project management and civil engineering design, including site, utility, grading, drainage, and ES&PC. Throughout his extensive experience, he has learned all facets of project management and jurisdictional permitting. As well as, business development maintaining and increasing the client base.

KEY PROJECTS

- Lanierland Park - Forsyth County, GA
- Dresden Park - Chamblee, GA
- Winston Park - Douglas County, GA
- Old Riverside Park Master Plan - Sandy Springs, GA
- Langford Park - Brookhaven, GA
- The Grove Park - Walton County, GA
- North Lowndes Park - Hahira, GA
- Westside Park - Newton County, GA
- Sharon Springs Park - Forsyth County, GA
- Driskell Park - Albany, GA
- Lincoln Park - Franklin, TN
- Hubbard Park - Bremen, GA
- Fayette County Recreation Center - Fayette County, GA
- Main Event - Suwanee, GA*
- Henry Town Center - McDonough, GA*
- Georgia Tech University - Tech Square Renovation - Atlanta, GA*
- Northwinds Summit - Alpharetta, GA*

**Denotes work performed prior to joining Lose Design.*

REGISTERED ENGINEER

- Georgia License #028879

PROFESSIONAL CERTIFICATIONS

- Georgia Soil and Water Conservation Commission (GSWCC) #930

PROFESSIONAL EXPERIENCE

- Lose Design (2023 - Present)
- Haines Gipson and Associates (1998 - 2023)
- Ogden Earth and Environmental (now AMEC Earth and Environmental) (1997)

EDUCATION

- Bachelor of Science in Civil Engineering, University of Tennessee - Knoxville, 1996



JASON MILES

P.E., CFM

CIVIL ENGINEERING ASSISTANCE

Jason Miles brings a distinguished educational background to his professional engineering position at Lose Design, receiving his magna cum laude degree in Civil Engineering from Western Kentucky University. He has worked on various residential, commercial, institutional and parks/recreational projects providing civil engineering design services, including: site utilities, stormwater management, roadway alignments and grading.

PROFESSIONAL EXPERIENCE

- Lose Design (2008 - Present)
- Clark & Associates Architects, Clarksville, TN (2005 - 2008)

EDUCATION

- Bachelor of Architecture and Design, Jordan University of Science and Technology

KEY PROJECTS

- Brook Run Park - *Dunwoody, GA*
- Lanierland Park - *Forsyth County, GA*
- Victor Lord Park - *Barrow County, GA*
- Cherokee Veterans Park - *Cherokee County, GA*
- Dresden Park - *Chamblee, GA*
- Kennesaw State University Sports Complex - *Cobb County, GA*
- Sandy Springs Tennis Feasibility Studies - *Sandy Springs, GA*
- Fowler Park - *Forsyth County, GA*
- James Oates Park - *Dothan, AL*
- James I. Moyer Sports Complex - *Salem, VA*
- Hal & Berni Hanson Regional Park - *Loudoun County, VA*
- The Grove Park - *Walton County, GA*
- Harbins Community Park - *Gwinnett County, GA*
- North Lowndes Soccer Complex - *Lowdes County, GA*
- Yellow River Trail Network Master Plan - *Newton County, GA*
- Murfreesboro, Tennessee Trails & Greenways - *Nashville, TN*
- Liberty Park - *Franklin, TN*
- East Sevierville Park - *Sevierville, TN*
- Tinsley Tennis Complex - *Cleveland, TN*



KIRSTEN TELESZ

P.E.

CIVIL ENGINEERING ASSISTANCE

Kirsten Telesz joined Lose Design as an Engineer in Training in 2018. Since then, she has gained experience in designing subdivisions, parks, roadways and streetscape projects, as well as project management tasks and commercial projects. She is proficient in AutoCAD Civil 3D, HydroCAD, and HydraFlow modeling. An essential member of our engineering team and now a registered P.E., Kirsten was named Lose Design's 2022 Employee of the Year by her peers.

KEY PROJECTS

- Brook Run Park - *Dunwoody, GA*
- Lanierland Park - *Forsyth County, GA*
- Victor Lord Park - *Barrow County, GA*
- Dresden Park - *Chamblee, GA*
- James I. Moyer Sports Complex - *Salem, VA*
- Hal & Berni Hanson Regional Park - *Loudoun County, VA*
- Western Region Resiliency Center - *Bay County, FL*

PROFESSIONAL CERTIFICATIONS

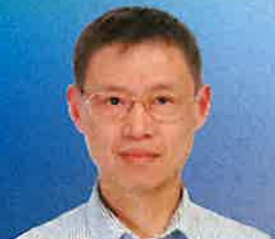
- OSHA Certified
- EPSC Level 1 Certified

PROFESSIONAL EXPERIENCE

- Lose Design (2018 - Present)

EDUCATION

- Bachelor of Science in Civil Engineering, Ohio Northern University, 2018



NED WANG

P.E.

CIVIL ENGINEERING ASSISTANCE

Ned Wang joined Lose Design in 2016, bringing to our team over 30 years of experience both in the United States and abroad, marketing development, project management, and technical design including site development, hydrology study, drainage design, and environment protection.

KEY PROJECTS

- Lanierland Park - *Forsyth County, GA*
- Dresden Park - *Chamblee, GA*
- James Oates Park - *Dothan, AL*
- The Grove Park - *Walton County, GA*
- North Lowndes Soccer Complex - *Lowdes County, GA*
- Sharon Springs Park - *Forsyth County, GA*

PROFESSIONAL EXPERIENCE

- Lose Design (2016 - Present)
- Dongze Environment Co. (2014 - 2022)
- HZS Design Firm (2011 - 2014)
- SKG Engineering (2010 - 2011)
- SCI Development (2004 - 2009)
- Travis Puitt Associates (2003 - 2004)
- Jacobs Engineering (1998 - 2003)
- PBS & J, Inc. (1996 - 1998)

EDUCATION

- Bachelor of Science in Geotechnical Engineering & Hydrology, Tongji University, P.R. China
- Masters of Science in Hydrology, Tongji University, P.R. China
- Masters of Science in Civil Engineering, University of Nebraska

SUBCONSULTANTS

For specialized aspects of our recreation projects, we regularly utilize the services of trusted subconsultants. For this project, we have included the following firms on our team:

- **Parsons Engineering, Inc.** - Electrical Engineering
- **Harms Engineering, Inc.** - Mechanical Engineering
- **William J. Peltier and Associates, Inc.** - Structural Engineering



Parsons Engineering, Inc. is a consulting engineering firm providing electrical engineering services to the architectural, industrial, and construction industries. Services provided include preparation of construction documents, construction administration, fault current analysis, protective device coordination studies, arc flash hazard studies, code compliance studies, evaluation of existing electrical systems, and photometric studies. Our experience includes commercial, institutional, residential, recreational, health care, hotels, food services, data centers, shopping centers, water and wastewater treatment, and industrial facilities.



Tony Pezzi, P.E. - GA License # PE02727

Tony has been with Parsons Engineering since 1996 and is currently the President. DEGREES & SCHOOLS: Bachelors of Science in Electrical Engineering from Tennessee Technological University.

ASSOCIATIONS & REGISTRATIONS: National Fire Protection Agency (NFPA), Leadership in Energy and Environmental Design (LEED AP), Tennessee Society of Professional Engineers (TSPE) and National Society of Professional Engineers (NSPE), International Association of Electrical Inspectors (IAEI)

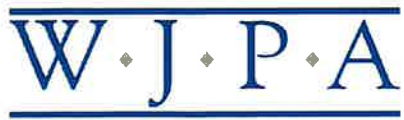


Harms Engineering, Inc. is a consulting engineering firm providing mechanical, plumbing, and sprinkler design services to the construction industry since 1998. Services include detailed design of engineering projects concentrating primarily in the fields of HVAC and plumbing engineering. Our experience includes commercial, institutional, recreational, and health care facilities.



Timothy Harms, P.E. - GA License # PE025718

EDUCATION: Auburn University, Auburn, AL, Bachelor of Mechanical Engineering, 1992 President and Founder. Work includes detailed design of commercial engineering projects concentrating primarily in the fields of HVAC and plumbing engineering including permitting, investigations and design



William J. Peltier and Associates, Inc. (WJPA) is a structural engineering consulting firm located in Lawrenceville, Georgia. Originally founded in 2009, WJPA has built a distinguished reputation by providing efficient and innovative structural solutions to Architects,

General Contractors, and Industry Partners. We are problem solvers first and strive to be the primary resource for those seeking help on difficult problems in structural design and construction. The inspiration for our firm started forty years ago in a small town in Michigan's Upper Peninsula, where Bill tagged along with his father and grandfather while they worked on interesting home projects and contraptions. From those early experiences, Bill became interested in Structural Engineering and established WJPA in 2009. Tempered in early years by the Great Recession, WJPA has grown into a successful practice of engineering professionals serving clients throughout the Southeast and Midwest.

William (Bill) J. Peltier, Founding Principal



Bill is the founding principal and visionary of William J. Peltier and Associates, Inc. (WJPA).

Bill's first love is problem solving. Since early childhood, he has been tinkering and asking questions. He first became interested in structural engineering while watching his father and grandfather build contraptions at his family homestead.

For over 20 years, he has brought his unique expertise to the institutional, industrial, commercial, mixed-use, and multifamily building sectors. Bill is also considered an authority on building demolition. He relies on his exceptional colleagues at WJPA to serve our clients professionally and efficiently. Bill enjoys mentoring and learning from WJPA's dedicated employees.

- Bachelor of Civil Engineering (BCE), Magna Cum Laude – Georgia Institute of Technology
- Registered Professional Engineer – Alabama, Arkansas, Kentucky, South Carolina, North Carolina, Mississippi, Maryland, Texas, Florida, Virginia, Alabama, Ohio, Missouri, Louisiana, Indiana, Nevada, Washington DC
- Registered Structural Engineer – Georgia, Illinois
- NCEES Registered Professional

Arman Yosai, Associate Principal



Playing with Legos and watching his father's work as a general contractor sparked Arman's early interest in structural engineering. He first came to the United States from Indonesia for his education in 2012. After finishing his studies, he joined WJPA in 2017. Arman has been involved in institutional, commercial, mixed-use, hospitality, and renovation projects. He often approaches problems from a different point of view and offers a creative solution. He likes the challenge of complex projects and thrives to deliver efficient and optimal designs.

- Bachelor of Science in Civil Engineering (BSCE), Summa Cum Laude – Georgia Institute of Technology
- Master of Science in Civil Engineering (MSCE) – Georgia Institute of Technology
- Registered Professional Engineer – Georgia
- Registered Structural Engineer – Georgia
- Structural Engineers Association of Georgia Young Member Group – Board Member

BROOK RUN PARK - *Dunwoody, GA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- 2 Multi-purpose/soccer fields
- Amphitheater and performance stage
- Picnic pavilions and restrooms
- Concession building
- Paved multi-purpose trail network
- Built using the CMAR method
- Underground detention design due to site limitations.



LANIERLAND PARK - *Forsyth County, GA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- Public input
- 4 baseball/softball fields
- Miracle field
- 10 tennis courts
- 4 pickleball courts
- Trails
- Future recreation center location
- Multiple concession/restroom buildings
- Maintenance area



VICTOR LORD PARK - *Barrow County, GA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Construction Documents, Construction Administration
- 2 natural turf soccer fields
- 1 artificial turf multi-purpose field
- 8 tennis courts
- 2 concession/restroom buildings
- Dog park



CHEROKEE VETERANS PARK - *Cherokee County, GA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- Public input
- Rural equestrian design themes
- 4 baseball/softball fields
- 3 multi-purpose football/soccer fields (1 with artificial turf)
- Concrete skatepark
- Tennis courts
- Pickleball courts
- Playground
- Open lawn
- Area for future community center development
- Traffic circle
- Paved trail network
- Regional park maintenance center
- Multiple concession/restroom buildings and pavilions



DRESDEN PARK - *Chamblee, GA*

NOTABLE PROCESSES AND FEATURES

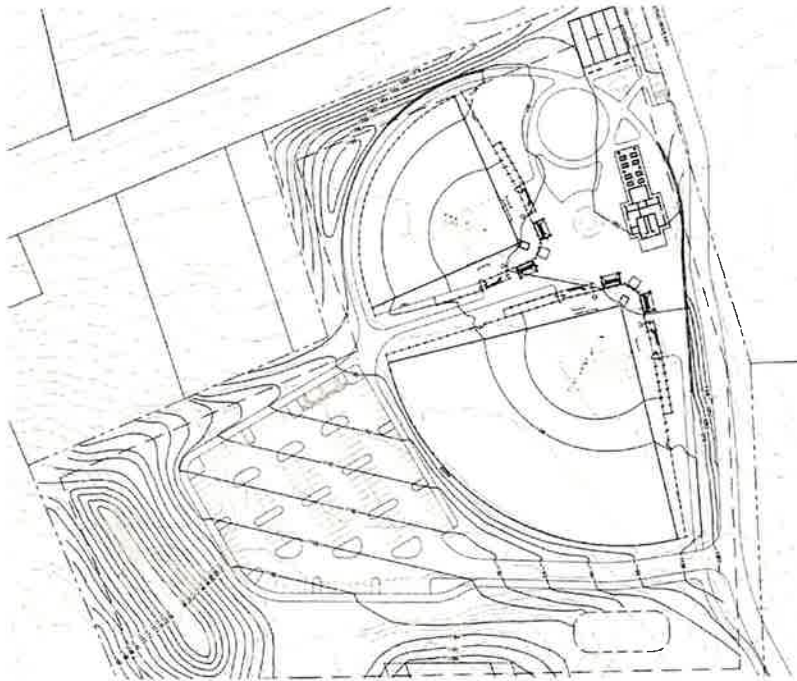
- Prime firm for Recreation Planning, Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- 2 Artificial turf soccer fields
- 1 Artificial turf mini-pitch
- 2 Tennis courts
- Terraced stadium seating
- Destination playground
- Community meeting building
- Concession/restroom building
- Pavilion
- Dog park
- Trails
- Supporting parking, utility infrastructure, stormwater infrastructure



WINSTON PARK - *Douglas County, GA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Construction Documents, Construction Administration. *CD's are 75% complete.
- 2 diamond fields
- Batting cages
- Concession restroom building with pavilion
- Plaza with fountain
- Community playground
- Retaining walls due to significant grade change



KENNESAW STATE UNIVERSITY SPORTS COMPLEX - *Cobb County, GA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- Environmental permitting
- Dam permitting
- 3 multi-purpose soccer/lacrosse fields with artificial turf
- Sand volleyball
- Large club building for interior sports and training
- Restrooms, concessions, and offices
- Paved trail network with bridges and boardwalks



SANDY SPRINGS TENNIS

FEASIBILITY STUDIES - *Sandy Springs, GA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Schematic Design
- The City of Sandy Springs engaged us to study several properties for potential relocation of the Sandy Springs Tennis Center as well as ways to modify the existing Tennis Center. Studies showed that the available properties would require significant grade change and retaining walls to replicate the number of courts. Ultimately the plan settled on renovation of the existing center. Plans showed converting several courts to pickleball, covering several courts, new retaining walls and ADA routes and creative ways to expand parking given the space limitations.



TUMLIN PARK - *Marietta, GA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- 2 tennis courts
- 2 multi-purpose football/soccer fields
- Open lawn area
- Paved trail network
- Restroom building and pavilions
- Playground



FOWLER PARK - Forsyth County, GA

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- Public input
- 4 baseball/softball fields
- 7 multi-purpose/soccer fields
- Track facility
- 12 tennis courts
- 3 basketball courts
- Concrete skatepark
- Open lawn areas
- Amphitheater
- Dog park
- Paved trail network
- Park system administrative office
- Multiple concession/restroom buildings and pavilions
- Maintenance facility



JAMES OATES PARK - *Dothan, AL*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- Environmental permitting
- Historical baseball architectural design themes
- 12 baseball/softball fields
- Paved trail network
- Multiple concession/restroom buildings and pavilions
- Maintenance facility



JAMES I. MOYER SPORTS COMPLEX - *Salem, VA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Architecture, Landscape Architecture, Civil Engineering
- Master Planning, Construction Documents, Construction Administration
- Public input
- 4 new diamond fields
- New grandstands
- Renovated concession/restroom/pressbox building



HAL & BERNI HANSON

REGIONAL PARK - *Loudoun County, VA*

NOTABLE PROCESSES AND FEATURES

- Prime firm for Recreation Planning, Architecture, Landscape Architecture
- Master Planning, Construction Documents, Construction Administration
- 12 multi-purpose soccer fields; two with artificial turf and stadium seating
- 4 baseball/softball fields
- 1 Cricket pitch
- 4 Tennis courts
- Outdoor basketball
- Skatepark
- Amphitheater
- Dog parks
- Historic home renovation
- Disc golf course
- Integrated splashpad and inclusive playground
- Paved trail network
- Regional maintenance compound
- Multiple concession/restroom buildings and pavilions
- Five lakes and integrated irrigation system
- Lodge and nature center





SECTION 5: COST PROPOSAL

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE **RFP 24-PW09: Cost Proposal (Tasks 1-4 only)**

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

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

Task 1: \$ 6,750

Task 2: \$ 3,500

Task 3: \$ 12,000

Task 4: \$ 26,250*

Print Total Price (Tasks 1-4 only): \$ \$48,500*

Print Total Price in Words: Forty-Eight Thousand Five Hundred Dollars
 (Tasks 1-4 only)

*includes the traffic analysis outlined in the addenda

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

Print/Type Company Name Here: Lose Design

Authorized Signature [Signature] Date 8/21/2024

Print/Type Name Whit Alexander

Print/Type Title Executive Vice President - CMO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2024

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 RSC Insurance Brokerage, Inc. 104 Woodmont Blvd. Suite 400 Nashville TN 37205	CONTACT NAME: Judy Witt PHONE (A/C, No, Ext): E-MAIL: jwitt@risk-strategies.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Ins Co INSURER B: Travelers Property Casualty Company of America INSURER C: Travelers Commercial Casualty Co INSURER D: XL Specialty Insurance Company INSURER E: INSURER F:	FAX (A/C, No): NAIC # 25615 25674 40282 37885
INSURED Lose & Associates, Inc. dba Lose Design 2809 Foster Ave Nashville TN 37210		

COVERAGES**CERTIFICATE NUMBER:** 10/07/24 --**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)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807H159910	10/11/2024	10/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0R154713	10/11/2024	10/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7H161284	10/11/2024	10/11/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	Y	UB6J795832	10/11/2024	10/11/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR5031003	06/26/2024	06/26/2025	Each Claim \$2,000,000 Aggregate \$4,000,000	

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

Re: Design Services for Deerfield Area Active Park.
City of Milton is included as an additional insured as respects the general liability. Waiver of subrogation applies to General Liability and Workers Compensation. These provisions must be required by and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**City of Milton, Georgia
2006 Heritage Walk

Milton

GA 30004

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT “C”

See Exhibits “A” and “B”

EXHIBIT "D"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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:

90715
Federal Work Authorization User Identification
Number

01/15/2008
Date of Authorization

Lose & Associates, Inc. dba Lose Design
Name of Contractor

Design Services for Deerfield Area Active Park
Name of Project

City of Milton, Georgia
Name of Public Employer

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

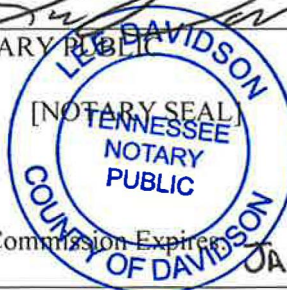
Executed on November 11, 2024 in
Nashville (city), TN (state).

[Signature]
Signature of Authorized Officer or Agent

Whit Alexander, Exec. VP
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 11 DAY OF
NOVEMBER, 2024.

[Signature]
NOTARY PUBLIC



My Commission Expires JAN 24, 2028

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 Lose & Associates, Inc. dba Lose Design on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

Federal Work Authorization User Identification
Number

Date of Authorization

Lose & Associates, Inc. dba Lose Design
Name of Contractor

Design Services for Deerfield Area Active Park
Name of Project

City of Milton, Georgia
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Whit Alexander, Executive Vice President

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT “F”

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

[illegible]