

**STATE ROUTE 13/ATLANTA
HIGHWAY CORRIDOR STUDY**



MAY 30 ,2024

RFQ/P #45-005

Submitted To:

Hall County Government Center
Purchasing Division - 4th Floor
2875 Browns Bridge Road
Gainesville, Georgia 30504

Attn: Andrew Youngblood, Issuing Officer

Submitted By:

Keck & Wood, Inc.
3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097

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COLLABORATION BY DESIGN

May 30, 2024

Hall County Government Center
Purchasing Division - 4th Floor
2875 Browns Bridge Road
Gainesville, Georgia 30504

Attention: Andrew Youngblood, Issuing Officer

Re: RFQ/P #45-005
State Route 13/Atlanta Highway Corridor Study

Dear Mr. Youngblood and Selection Committee:

Providing Hall County with transportation planning and engineering services to protect and improve quality of life is a mission that requires people dedicated to serving citizens and backed by a team of dependable consultants. Keck & Wood (KW) is ready to provide reliable and steady professional services to help you serve the citizens of Hall County. We are the right choice to be selected for the State Route 13/Atlanta Highway Corridor Study based on the following criteria:

We Know Hall County - Numerous team members are proud to call Hall County home, some for over 30 years! Both myself and Rob Jacquette, PE, PTOE (Project Principal) live in Hall County. We regularly attend community events with family and consider it a privilege to work on projects that actually transform the community we live in. Additionally, our team members are familiar with the study corridor having worked on the operational improvement at the intersection of SR 13/Atlanta Hwy at Thurmon Tanner Pkwy and scoping the work for several intersection upgrades along the corridor as part of the GDOT Regional Safety contract. **We know Hall County and the Study Corridor and will hit the ground running on Day 1.**

We are Experts in Funding - We have a proven track record of obtaining funding for our clients to deliver their projects. In the last 10 years, KW has garnered more than \$35 Million in funding for clients' projects. Additionally, for the City of Peachtree Corners, we completed a traffic study that identified various traffic operations, safety, and access management improvements along SR 141. After the Study was completed, we worked with GDOT, on behalf of the City, to find ways to cost share so the various improvements could be designed and constructed and were able to secure \$3M in construction funds for the City. **We understand how difficult it is to obtain funds and will leverage our ongoing GDOT relationships and extensive funding experience to save Hall County both time and money.**

Our Mission is to Serve Local Governments - More than 75% of our work is generated from local government and municipality engineering projects. Having successfully completed hundreds of projects for Towns and Cities to County and DOT levels of government, our diverse team of professionals brings significant knowledge related to corridor studies as well as intersection, roadway, and pedestrian improvements. **Our complete turn-key services will provide peace of mind for Hall County and its residents.**

I will serve as your dedicated Project Manager and can be reached at 678-617-5821 or by email at csmith@keckwood.com, the office address and main phone number are at the bottom of this letter.

We look forward to successfully delivering the State Route 13/Atlanta Highway Corridor Study. Please let me know if you have any questions, need additional information, or would like to schedule a meeting.

Keck & Wood hereby acknowledges receipt of Addendum No. 1 dated May 23, 2024.

Sincerely,
Keck & Wood, Inc.

Clay Smith, PE RSP1
Vice President

Addendum 1 – Solicitation Questions & Answers

May 23, 2024

Q1. From page 2 of the solicitation: “All Bidders must disclose proposed subcontractors in their bid response. Subcontractors must be pre-approved in writing by the County.” When does the preapproval process take place? After the consultant is selected?

A1. Please include any and all subcontractors you plan to use in your bid packet. Subcontractors will be evaluated as part of the overall bid submission. If the County does not approve of a proposed subcontractor, the County reserves the option to reach out to the respective Bidder for negotiation regarding the service to be provided by the proposed subcontractor.

If you need to change a subcontractor(s) after the bids have been opened, please notify the Issuing Officer listed in the RFQ/P for directions on how to proceed. (Changing subcontractors without notifying the County is considered a material breach of contract.)

Q2. From page 3 of the solicitation: “Please do not submit bound bid responses. Provide one-side documents only. Do not include superfluous marketing materials.” Would the county like the proposal copies loose leaf and clipped?

A2. Paper clips and binder clips are acceptable.

Q3. Could consultants instead provide one unbound, single-sided original (held with a binder clip or similar) and five bound, double-sided books?

A3. This is acceptable. Please also remember to include a thumb drive with all files loaded onto it.

Q4. From page 12 of the solicitation: “Proposals must include a breakdown of man-hours to be served on the project.” Exhibit C: Lump Sum Cost

A4. A revised Exhibit C was issued on May 3, 2024, that includes a line item for the required man-hour disclosure. (Please reach out to the Issuing Officer if you did not receive this revised Exhibit C. Or you can download it from the County’s website at: <https://www.hallcounty.org/bids.aspx?bidID=978>. Scroll to the bottom under the Related Documents section to find “Amendment 1 – Revised EXHIBIT C – Cost Proposal Worksheet”.

Q5. Although the map shows the study limits, can the County confirm that the southern limit is Tumbling Creek Road?

A5. The scope of this study will be from the intersection of State Route 13 (SR-13) and Jesse Jewell Parkway on the northern end to just south of the intersection of SR-13 and Tumbling Creek Road on the southern end. The full study extent is shown on page 10 of the RFQ/P.

Q6. Are there any specific deadlines or events that Bidders should be aware of?

A6. Firms should be prepared to have a first draft ready for review by Gainesville-Hall Metropolitan Planning Organization (GHMPO) Committees in April 2025, with a final draft ready for review by GHMPO Committees in late July 2025. It is desired that this study would be ready for adoption by the August 2025 GHMPO Policy Committee meeting.

Q7. Are there any particular factors or qualifications that are especially important to the County?

A7. Bidders should be able to show previous experience conducting corridor studies of this scale, with a very brief discussion of how the client was able to utilize the recommendations made.

Q8. According to the RFQ/P section 5.3, we are to include Professional Licenses for Certifications as part of our required Exhibits. Could you please clarify whether these are required for the Prime only or if they are also required for all subconsultants?

A8. Professional licenses and/or certifications are required for both the Prime and any subconsultants.

Q9. Does the prime engineering firm need to be GDOT prequalified in order to submit on this?

A9. No, the prime engineering firm does not need to be GDOT prequalified.

Q10. Will the County provide feedback on any proposed revisions to Exhibit A prior to the proposal submittal deadline?

A10. Yes. The County is willing to negotiate the terms and conditions of the Contract for Services. You may submit proposals to the Issuing Officer, Andrew Youngblood, and he will share them with the County's legal team for review.

Q11. Will the County allow firms who have exceptions to the contract to include contract exceptions in their proposal in lieu of a signed contract?

Q11.1 Is it necessary to complete and sign the Contract for Services, or can this be acknowledged as having been thoroughly reviewed (as noted on page 5 of the RFP)?

A11 & 11.1 A signed contract is a requirement for your proposal to be a valid, irrevocable offer to provide the services. The County prefers to address exceptions/modifications to the contract prior to bid submittal.

Q12. If the County agrees to any modifications of Exhibit A during the questions period, will they post an updated version of Exhibit A for firms to include in their submittal?

A12. No. It is the County's policy to treat each contract as an individual instrument since it is a bilateral agreement. Any proposed changes to your contract will in NO WAY affect the outcome of the evaluation of your proposal.

Q13. Would the County be willing to make revisions to Article #130, Hold Harmless Agreement, in Exhibit A to comply with applicable insurance policies and with O.C.G.A. section 13-8-2?

A13. The County is willing to negotiate the terms and conditions of the Contract for Services.

Q14. Should the usb be placed in the Technical Qualifications Response envelope or the Cost Proposal Worksheets envelope?

A14. Either one is acceptable.

Q15. For Section 4.2, should subconsultant references be included in Section 4-Key Staff and Previous Projects?

A15. Yes, please disclose all entities that you will be working with on this solicitation and any subconsultants your firm has worked with in the past.

Q16. The outline for the document noted on page 13, section 7.5 requests Key Staff & Previous Projects, and Project Understanding & Proposed Approach (Sections 4 and 5). However, the responses provided in Section 2 – Answer to all Scored Questions will provide the same information (Questions 4 and 6). Can sections 4 and 5 be omitted from the document, and addressed within Section 2?

A16. No. Please provide the appropriate information for both sections.

Q17. Article 117A indicates the contractor substituting other materials for those found to be hazardous and to get approval of substitutes. It then talks about introducing the staff person and providing a resume. Since this contract does not include contractor labor or require handling of toxic/hazardous materials, can this clause be removed?

Q17.1 Article 132 has terms and conditions that mostly apply to contractors performing construction work. Since this contract does not include construction work, can the lines related to materials supplied be removed?

A17 & 17.1 The County is willing to negotiate the terms and conditions of the Contract for Services.

Q18. Will the consultant team need to have a Spanish-speaking translator present at the open house or will translation services only be needed for documents and meeting materials?

A18. There is a high Spanish-speaking population along the SR-13/Atlanta Highway corridor. Please have all materials, flyers, fact sheets, maps, etc. available in English and Spanish. The consultant should be prepared to provide translation services at the open house(s). Additional costs for these services should be included in the bid.

Q19. Should TBD be indicated on the first page of the contract for Execution Date and Effective Date?

A19. No. Please leave these blank. They will be filled in by the County when the Board of Commissioners approves the contract.

Keck & Wood, Inc. hereby acknowledges receipt of Addendum No. 1 this 30th day of May, 2024.



Clay Smith, PE RSP1
Vice President

NAME OF FIRM

Keck & Wood, Inc.

ADDRESS

3090 Premiere Parkway, Suite 200
Duluth, Georgia 30097

CONTACT INFORMATION

Telephone: 678-417-4000

Fax: 803-526-7328

Email: kwcorp@keckwood.com

Website: keckwood.com

**NUMBER OF STAFF
EMPLOYED FULL TIME**

Professional Engineers: 31

Engineers in Training: 20

Landscape Architects: 3

Landscape Designer: 1

Land Surveyor: 1

Technicians: 8

Administrative Personnel: 10

**PRIMARY
POINT OF CONTACT**

Clay Smith, PE RSP I

678-617-5821

csmith@keckwood.com

1. Does your company have at least three (3) sequential years of experience in providing services as detailed in the Scope of Work outlined in this RFQ/P document?

OWNERSHIP

Keck & Wood, Inc. is an employee-owned Class C Georgia Corporation, incorporated in 1959, and governed by an internal seven person Board of Directors. From our offices in Duluth, GA, Rock Hill, SC, North Charleston, SC, and Auburn, AL, we serve clients in the southeastern states.

FIRM HISTORY

Since its founding in 1954, KW has continued the traditions of engineering excellence and commitment to exemplary service established by our founders, Wylly Keck and Tom Wood. **With 70 years of public sector experience**, KW has earned an outstanding reputation for integrity, knowledge, and professionalism in advising our clients. We are committed to improving the quality of life of the region and communities we serve through ethical conduct and dedicated client service.

BUSINESS ACTIVITIES

KW offers professional Engineering, Planning, Land Surveying, and Landscape Architecture services to provide solutions for transportation, traffic, water resources, energy supply, and urban redevelopment. We proudly serve community & local governments, state governments & jurisdictional authorities, utility infrastructure, public institutions, and private developers. Our professional services include, but are not limited to:

- Safety Analysis
- Operational Analysis
- Pedestrian Improvements
- Transportation Planning
- Traffic Studies
- Intersection Improvements
- Parking Studies
- Rural & Urban Roadway
- Streetscape
- Parks & Recreation
- Downtown Planning & Placemaking
- Multi-Use Paths/Trails
- Parks & Recreation
- Landscape Architecture
- Utility Coordination



No.	Question	Answer
1.	Does your company have at least three (3) sequential years of experience in providing services as detailed in the Scope of Work outlined in this RFQ/P document?	<p>Yes, Keck & Wood (KW) has been providing engineering services for 70 years, dating back to 1954. As part of the original service offerings, KW provided bicycle and pedestrian improvements to local municipalities focused in North Georgia. Our bicycle and pedestrian improvement projects have included: streetscape projects, ADA evaluations, ADA transition planning, park developments, beautification initiatives, lighting plans, sidewalk improvements, and multi-use trails. Services range from long range planning to funding identification, to designing alternatives, and construction oversight.</p> <p>Over time, KW has continued to grow its service offerings and list of clients. In 2020, KW started a Traffic Engineering & Planning group with the hiring of Clay Smith. Since 2020, Clay and his team have become an integral part of the traffic engineering industry in Georgia. The Traffic Engineering & Planning group provides a wide range of service offerings include: safety analysis, operational improvement analysis, connectivity analysis, traffic volume growth rate calculations, ADA improvements, intersection improvements, private development evaluations, alternative intersection analysis, lighting designs, traffic signal designs, ITS designs, roadway corridor management, parking studies, and traffic signal timing implementation. The Traffic Engineering & Planning group works for a variety of clients including private developers, other engineering companies, local municipalities, regional planning agencies, and GDOT.</p>

Our restless pursuit of client satisfaction is far more gratifying than simply chasing awards.

Throughout the history of the firm, our team has always placed the needs of our clients first. Our full involvement with a client’s issues have led us to create many different solutions and innovations that were right for their needs. We pledge to assist Hall County, the Gainesville-Hall Metropolitan Planning Organization (GHMPO), and the City of Gainesville with a Corridor Study of State Route 13/Atlanta Highway that will provide both a short and long-term roadmap for the implementation of future transportation infrastructure and pedestrian safety improvements to benefit the citizens of Hall County today and for generations to come.

Adairsville + Austell + Barrow County + Berkeley Lake + Blue Ridge + Buford + Butts County + Charlton County + Cherokee County + Covington + Dahlonega + Dallas + Doraville + Duluth + Gainesville + Hampton + Hapeville + Loganville + Madison + McDonough + Monroe + Monticello + Newnan + Newton County + Norcross + Oxford + Peachtree Corners + Perry + Senoia + Social Circle + Stockbridge + Sylvester + Temple + Thomasville + Tucker + Union City + Vidalia + Villa Rica + Walton County + Warner Robins + Winder

Plus many other cities, counties and local governments!



No.	Question	Answer
2.	<i>Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names, and contact details.</i>	Relevant project narratives have been included in Section 4 with project summaries included below.

Project 1: Parking & Traffic Study

Entity: City of Covington, Georgia
 Contact: Tres Thomas, III, PE | City Manager
 770-385-6831 | tthomas@cityofcovington.org
 Complete: 2021

Project 2: New Peachtree Road Pedestrian & Bicycle Improvements

Entity: City of Doraville, Georgia
 Contact: Chris LaFleur | Public Works Director
 678-446-4025 | chris.lafleur@doravillega.gov
 Complete: 2023

Project 3: Old Highway 5 Corridor Study

Entity: Cherokee County, Georgia
 Contact: Jim Wilgus, PE | SPLOST Roadway Project Manager
 770-721-7818 | jawilgus@cherokeega.gov
 Complete: 2023

Project 4: SR 141 Corridor Study

Entity: City of Peachtree Corners, Georgia
 Contact: Greg Ramsey | Public Works Director
 470-395-7021 | gramsey@peachtreecornersga.gov
 Complete: Study Complete, Full Design Ongoing

No.	Question	Answer
3.	List current projects, percent complete, and total possible workload.	As a Team, the Project Manager and Key Staff listed below have a combined availability of 72%. Current workload breakdown is included below.

PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Project Role	Project Description	% Complete	Monthly Time Commitment in Hours
Clay Smith, PE RSP1 - Project Manager				
n/a	KW PM	GDOT Regional Safety Contract - District 7	50%	12
n/a	KW PM	GDOT Regional Safety Contract - Districts 1 & 4	50%	8
n/a	KW PM	GDOT Operational Improvement Contract - Districts 3, 4, 6, 7	75%	2
122060-	Traffic PM	SR 11/US 129 Widening/Relocation	60%	2
0016444	Traffic PM	SR 141 @ East Jones Bridge Rd/Medlock Bridge Rd	80%	2
City of Buford	Traffic PM	SR 13/Buford Highway Traffic Study	98%	2
City of Peachtree Corners	Traffic PM	SR 141 AV Lane Extension	80%	4
Columbia County	PM	SR 104/Washington Road Signal Upgrades	90%	4
City of Johns Creek	Sr Traffic Eng	SR 141 at McGinnis Ferry Rd Intersection Improvements	20%	2
0019517	Traffic PM	SR 85 at County Line Road	5%	4
0019841	Traffic PM	SR 138 at Bethsaida Road	30%	2
City of Thomasville	Traffic PM	Old Albany Road (SR 38 Bus) Sidewalk Project	75%	2
Total Monthly Time Commitment (Hours)				46
Percent Available				73%

Rob Jacquette, PE PTOE - Project Principal				
City of Johns Creek	Principal	SR 141 at McGinnis Ferry Rd Intersection Improvements	20%	2
Barrow County	PM	Countyline Auburn Road Bridge Replacement	5%	2
Cherokee County	PM	Signal Warrant On-Call	90%	2
City of Covington	PM	City Pond Design-Build Owners Rep	5%	2
VDOT	Principal	Strategic Targeted Affordable Roadway Solutions (STARS) - Lynnhaven Pkwy Corridor	60%	4
Total Monthly Time Commitment (Hours)				12
Percent Available				93%

3. List current projects, percent complete, and total possible workload.

PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Project Role	Project Description	% Complete	Monthly Time Commitment in Hours
Alex Simmons, PE - Traffic Operations Lead				
0017287	KW PM	GDOT SigOps Statewide - Southwest Region	40%	10
0012577	KW PM	I-185 @ Buena Vista Rd DDI	50%	2
Gwinnett Place CID	PM	Signal Timing, Monitoring & Maintenance	80%	4
Private Developer	Lead Eng	York, SC - Traffic Impact Study	40%	10
Private Developer	Lead Eng	Denver, NC - Traffic Impact Study	10%	20
Private Developer	Lead Eng	Statesboro, GA - Traffic Impact Study	30%	10
VDOT	Sr Traffic Eng	Strategic Targeted Affordable Roadway Solutions (STARS) - Lynnhaven Pkwy Corridor	60%	20
Total Monthly Time Commitment (Hours)				76
Percent Available				56%

Randi Quizon, PE RSP1 - Safety Lead				
n/a	Sr Traffic Eng	GDOT Regional Safety Contract - District 7	50%	30
n/a	Sr Traffic Eng	GDOT Regional Safety Contract - Districts 1 & 4	50%	8
VDOT	Traffic Eng	Strategic Targeted Affordable Roadway Solutions (STARS) - Lynnhaven Pkwy Corridor	60%	16
Total Monthly Time Commitment (Hours)				54
Percent Available				69%

Sachin Karmarkar, PE PTOE PTP - Planning Lead				
VDOT	Senior Eng	Strategic Targeted Affordable Roadway Solutions (STARS) - Lynnhaven Pkwy Corridor	60%	6
n/a	Senior Eng	GDOT Regional Safety Contract - District 7	50%	8
n/a	Senior Eng	GDOT Regional Safety Contract - Districts 1 & 4	50%	4
n/a	Senior Eng	GDOT Operational Improvement Contract - Districts 3, 4, 6, 7	75%	2
0019517	Senior Eng	SR 85 at County Line Road	5%	12
0019841	Senior Eng	SR 138 at Bethsaida Road	30%	6
Total Monthly Time Commitment (Hours)				38
Percent Available				77%

3. List current projects, percent complete, and total possible workload.

PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Project Role	Project Description	% Complete	Monthly Time Commitment in Hours
Robert Renwick, PE - Bicycle/Pedestrian Lead				
0019212	Project Manager	Buford Multi-Use Trail Extension (GDOT LCI Project in Buford, GA)	10%	10
0018359	Project Manager	Gateway Connectivity in Madison (GDOT TAP Project in Madison, GA)	10%	8
0019580	Project Manager	Beacon Heights in Madison (GDOT TAP project in Madison, GA)	5%	8
0019581	Project Manager	College Ave in Madison (GDOT TAP project in Madison, GA)	5%	4
0019213	Project Manager	Corners Connector Burdell Branch (LCI project in P'tree Corners, GA)	5%	8
0015397	Project Manager	Citywide Pedestrian Improvements (GDOT TAP Project in Douglas, GA)	90%	8
0016637	Project Manager	Laurel Streetscape Phase 3 (GDOT TAP Project in Springfield, GA)	75%	4
0015403	Project Manager	Downtown Vidalia Streetscapes at five (5) locations	25%	4
0016630	Project Manager	SR 11; Highland Ave & N Lumpkin St (GDOT TAP Project in Monroe, GA)	75%	8
0015088	Project Manager	CS 1086/Moreno St from W Main St to E Main St Bicycle/Pedestrian Project (GDOT LCI Project in Buford, GA)	0%	2
City of Thomasville	Design Support	Old Albany Road (SR 38 Bus) Sidewalk Project	75%	2
Total Monthly Time Commitment (Hours)				66
Percent Available				62%

4. Why Hire Keck & Wood?

No.	Question	Answer
4.	<i>Why Hall County should select your firm for this project? Describe your technical approach.</i>	<ol style="list-style-type: none"> Numerous KW Team Members call Hall County home and have prior working knowledge of the Study Corridor. We will hit the ground running on Day 1. We understand how difficult it is to obtain funds and will leverage our ongoing GDOT relationships and extensive funding experience to save Hall County both time and money. Having successfully completed hundreds of projects for local governments and DOT levels of government, our diverse team of professionals bring significant knowledge related to corridor studies as well as intersection, roadway, and pedestrian improvements. <p>KW's Technical Approach is located in Section 5.</p>

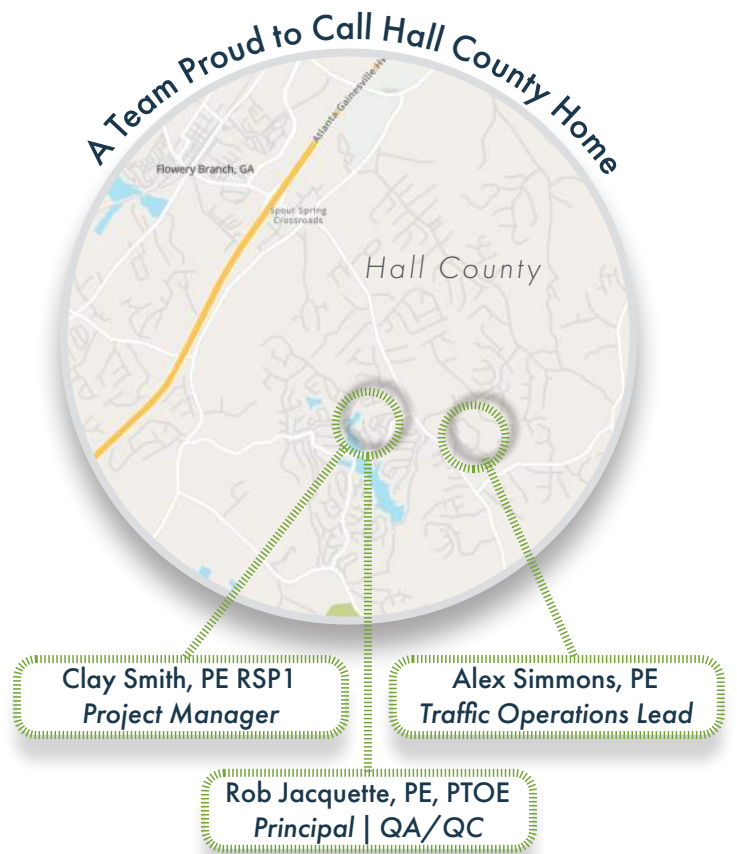
We Know Hall County - With several members of our project team located in Hall County, we have a personal stake in the State Route 13 Corridor Study. Additionally, our team members are familiar with the study corridor having worked on the operational improvement at the intersection of SR 13/ Atlanta Hwy at Thurmon Tanner Pkwy and scoping the work for several intersection upgrades along the corridor as part of the GDOT Regional Safety contract. While other firms may know the area in passing, or work with some of the project stakeholders, our project team experiences all that Hall County has to offer every day.

of SR 141. After the study was completed, we worked with GDOT, on behalf of the City, to find ways to cost share so the various improvements could be designed and constructed. In our conversations with GDOT, we were able to secure **\$3 million in construction funds** for the City of Peachtree Corners. With the capabilities of our team, and our firm as a whole, we are able to see the entire life-cycle of the project through to completion and understand the level of dedication and commitment it takes to get there.

KW collaborated with Hall County to provide an analysis of transportation issues and connection opportunities as part of the Hall County Forward 2045 Comprehensive Plan Update and worked with the City of Gainesville on their ADA Transition Plan Development.

Our goal is to bring value Day 1 by listening to the County's critical issues and sharing what we have already observed. Being able to leverage our vast knowledge of Hall County to develop a plan that directly benefits where we live makes this project mean more to us.

We are Experts in Funding - We believe that we have established a strong team that can help partner with Hall County, Gainesville-Hall Metropolitan Planning Organization (GHMPO), and the City of Gainesville to deliver a project that can continue the County's vision for corridor safety through traffic operations, roadway, and pedestrian infrastructure improvements. Our team has extensive experience helping our clients research, analyze, design, and construct short and long-term improvements. More specifically, our team did exactly that for the City of Peachtree Corners. We completed a traffic study that identified various traffic operations, safety, and access management improvements along the entire length



4. Why Hall County should select your firm for this project? Describe your technical approach.

Our Mission is to Serve Local Governments

More than 75% of our work is generated from local government and municipality engineering projects and KW currently holds more than 20 on-call contracts throughout GA and SC for cities, counties, and state agencies. We understand the types of problems municipal governments are faced with everyday and the level of collaboration and effort required. While our services over the years have ranged from advisement, design, and plan review, our traffic team has gained extensive experience delivering traffic studies and analysis for both local municipalities and GDOT. We are currently involved in both the GDOT Operational Improvements Project and the Regional Safety Contract; however, we have not lost sight of the many local governments that we are currently serving, or have served over the last 70 years. Our Project Manager, Clay Smith, began his career with the City of Roswell where he worked as a traffic analyst leading data collection and safety analysis efforts for the entire City. Both Clay and the KW Team have a thorough understanding of the issues local governments face, the policies, procedures, and standards that must be followed and they will ensure that we deliver a final Study that exceeds Hall County's expectations.



No.	Question	Answer
5.	<i>Will any of the proposed services be subcontracted out to a third-party? If so, denote the work, the percentage of total, and list each of the legal entity's company names of the third-party(s).</i>	Yes. KW will be utilizing the services of All Traffic Data for traffic data collection and Lumenor Consulting Group for public involvement, translation, and environmental screening. Subconsultant firm information and references have been included in Section 4.



Legal Name: All Traffic Data Services, LLC

Work: Traffic Data Collection

Percentage of Total: 7%



Legal Name: Lumenor Consulting Group

Work: Public Involvement | Translation | Environmental Screening

Percentage of Total: 29%

No.	Question	Answer
6.	Describe the expertise of employees that will be on this project. Provide a brief resume and experience record for each key person, including years of experience, education, and location of each person.	KW's organizational chart is located below Key Staff resumes have been included in Section 4.



No.	Question	Answer
7.	<i>Describe how your company verifies that staff adequately performs work for delivery of the service(s) described under this RFQ. Also, include who within your company inspects, approves, and verifies delivery of service(s) and how corrective actions with staff are implemented.</i>	Rob Jacquette, PE PTOE will administer our defined QA/QC process as outlined below. Through project milestone check-ins, meetings and spot reviews, he will monitor to ensure your project has the right amount of personnel, and that small questions and concerns get addressed before they can become issues.

KW’s Total Approach to Quality

We learned long ago that a day one approach to quality creates successful projects.

Our Total Approach to Quality methodology provides a high degree of quality on our projects through Personal Ownership. Rob Jacquette, PE PTOE our dedicated QA/QC Manager for this project will create the Detailed Quality Control Plan (DQCP) with the planning team. This quality assurance strategy remains connected to the project and is based on four factors:

- 1. Plan for quality (assurance).** As our team processes project data and reviews codes & guidelines, they will be documenting any potential shortfalls from quality, schedule and budget standpoints. These findings are then discussed at project meetings with the Project Manager to provide clarity to the team.
- 2. Implement the quality plan.** From kickoff meetings to frequent communications across the entire project team, we will be working together step-by-step with Hall County to keep the project moving forward. Rob will provide QA/QC reviews at plan milestones. He will provide direct feedback to the planning team on any potential framework issues, or foreseeable errors.

- 3. Measure and ensure quality (control).** Our top-down and bottom-up approach to quality is a proven process which has integrated checks and cross checks. Utilizing the DQCP and milestone quality reviews as the foundation for quality, the team will collaborate to provide QC checks from the boots-on-the-ground planning staff to the Principal level.
- 4. QC Follow Through** The way to control the quality during a project’s lifecycle is through consistency. The team that frames the plan and performs QC on it, will remain on the project for the duration.

Quality Results that Matter

Designing with quality in mind is not achieved through a checklist, it must be a part of the company culture.

KW has been providing quality work for clients for 69+ years. We achieve this by having pride in our work product and being committed to serving our clients. Committing our professionals and the necessary resources for our quality program gets results:

- **No E&O claims paid over the past ten (10) years**
- **Significant reduction of change orders on projects over the past five (5) years**
- **Low quantity of RFI’s across project & engineering-related schedule | budget changes**



Plan for Quality

Level 1 – Individual, Peer Review, Lessons Learned

- Create Work Plan
- Individual & Team Reviews
- Manager Reviews
- Verify Data
- Information Consistency
- Lessons Learned Database

Quality Starts Day One!



Implement the Plan

Level 2 – Design Plan Assessment

- Concurrent with Level 1
- Careful study of plan by subject matter expert
- Weekly team quality & coordination meetings

Address concerns early before they become real issues!



Measure & Ensure Quality

Level 3 – Experts Overseeing Experts - QA/QC Manager Review

- Concurrent with Level 2
- Careful study of implementability by QA/QC Manager
- Outside of Project - Reports to CEO
- Constructability Reviews

QA/QC is a Team Effort!



QC Follow Through

Level 4 - QC Follow Through

- Team Consistency
- QA/QC by Design Team - experience and information is not lost

QA/QC is achieved through consistency!

No.	Question	Answer
8.	<i>Per documentation of this solicitation you must keep a sufficient work force to perform the requirements of this contract. Describe how you will continue to maintain this work force. What is your companies succession planning when an employee quits or calls out?</i>	KW has a 70 year record of providing engineering services to clients in Georgia. We have substantial bench strength to navigate any personnel changes that may occur over the course of the Corridor Study.

Response Capability

An experienced and innovative staff is one of our greatest assets, enabling us to provide clients with a wide range of professional services.

We will manage and staff the project from our office in Duluth, GA with the ability to pull in other corporate resources as needed to meet project demands. We regularly monitor our overall backlog of work and resource commitments to ensure we consistently have adequate staff levels to meet our project obligations. KW is fully staffed with highly qualified professionals and is in excellent shape to give top priority to Hall County’s State Route 13/Atlanta Highway Corridor Study. We pride ourselves on being not just consultants, but being part of the larger team, ensuring the on-going success of our clients.

Collaboration by Design. KW’s Practice Areas collaborate daily on a variety of project types. Our Project Managers and Project Principals meet at multiple milestones, ensuring each project is proceeding on schedule and within budget, reviewing staffing needs to ensure the necessary resources are allocated. This collaboration mindset promotes project continuity and enables KW staff to assist with project responsibilities at a moment’s notice. With a staff of 31 professional engineers and

20 engineers in training, we have sufficient bench strength to deliver this project. In the event assigned project staff is unable to take a project to successful completion, our seasoned team of engineering professionals will immediately assume project responsibilities with virtually no interruption to the project schedule and process. To achieve this, we will leverage our extensive internal training program, catalog of how-to documentation, and one-on-one training to ensure that each engineer is up-to-date on where the project stands and what is expected for the project.

Our Commitment to Quality & Service

KW and all project personnel are committed to meeting or exceeding the County’s expectations for a timely, successful Corridor Study.

It is KW’s belief that having all the civil engineering experience in the world only gets you so far. We understand that quality engineering services are only part of the overall picture that makes up quality customer service. Our strength is in our people. The staff at KW strives to excel at customer service which includes being responsive to our client’s needs, proactive rather than reactive.



KW's Cost Proposal has been included in a separate sealed envelope.



5. Will any of the proposed services be subcontracted out to a third-party? If so, denote the work, the percentage of total, and list each of the legal entity's company names of the third-party(s).



**Traffic Data
Collection**

Legal Name: All Traffic Data Services, LLC

Work: Traffic Data Collection

All Traffic Data Services, LLC (ATD) is a leading transportation data services company with over 20 years of experience working with public and private clients. They are a trusted industry leader in developing an array of tailored data collection solutions for efficient, accurate, and cost-effective programs. Their solutions cover traffic counts, turning movements, origin/destination, pedestrian, radar speed, Bluetooth, parking, asset inventory, crash diagrams, and more. They know deep, reliable data is the foundation for guiding infrastructure, transportation, and communities into the future. You can trust ATD to deliver the data to lead the way.

Professional Reference: Old Highway 5 Corridor Study | Cherokee County, GA
Jim Wilgus, PE | SPLOST Roadway Project Manager
770-721-7818 | jawilgus@cherokeega.gov



**Public
Involvement
Translation
Environmental
Screening**

Legal Name: Lumenor Consulting Group

Work: Public Involvement | Translation | Environmental Screening

Lumenor Consulting Group is a woman-owned DBE/WBE/SBE firm that is certified to work in over 35+ states nationwide, and an industry leader in delivering quality specialized services on-time and on budget. Since 2007, LCG has specialized in providing services to the DOT, Transit, Ports, Rail, Federal, Utility, and Commercial markets. As a woman owned business and certified DBE consulting firm with offices throughout the country, they have worked on some of the most complex capital projects in North America. Services include:

- Environmental Planning
- Organizational Change Mngt
- Enterprise Asset Management
- Business Process Transformation
- Geospatial Technologies
- Communications & Public Involvement
- Translation Services
- ITS and Revenue Systems
- Strategic Advisory
- Transportation & Community Planning
- Project Management & Controls
- Enterprise Info Mngt & Analytics

Professional Reference: City of Monroe Comprehensive Plan | City of Monroe, GA
Logan Propes | City Administrator
770-267-7536 | lpropes@monroega.gov

6. Describe the expertise of employees that will be on this project. Provide a brief resume and experience record for each key person, including years of experience, education, and location of each person.

Clay Smith, PE RSP1

Project Manager

Location: Duluth, GA



Registration: Professional Engineer GA (45289)
Road Safety Professional Level 1 (829)
Education: BSCET 2012 | Southern Polytechnic University
Experience: 15 years

Clay has experience with a wide variety of traffic engineering projects, specializing in traffic studies, traffic signal design, and ADA/Pedestrian improvements. Prior to becoming an engineering consultant, Clay worked for several years at the City of Roswell, which has afforded him the perspective of a local municipality when it comes to budgeting, decision making and collaborating to determine the needs of all project stakeholders. **Clay will be responsible for managing all aspects of the Corridor Study. He will utilize his vast knowledge of Hall County - his home for 35 years - along with his technical expertise to deliver this Study.**

- **GDOT Regional Safety Contract | District 1, 3, 6, 7, GA** - Responsible for the data analysis and subsequent feasibility study for potential improvements. Improvements ranged from updated signal phasing and adding turn lanes, to implementing innovative intersections - including Unsignalized High-T and roundabouts. Concept reports were developed so the project could then transition to full design and construction.
- **Old Highway 5 Corridor Traffic Study | Cherokee County, GA** - Responsible for coordinating traffic data collection activities, gathering existing conditions information about the corridor, and evaluating potential alternatives to alleviate traffic operations issues, address safety concerns, and improve pedestrian and bicycle connectivity and access. Analysis involved calculating traffic volume growth rates, growing traffic to an Opening and Design Year, as well as incorporating anticipated private development growth into the study scenarios. Assisted with funding identification for construction of the proposed improvements and developed a project implementation plan to address key issues first.
- **Covington Parking & Traffic Study | City of Covington, GA** - This project included gathering existing conditions and parking occupancy throughout the downtown area, as well as, a study of the Monticello Street corridor south of the City. Provided the technical development of traffic operations, road user safety, pedestrian & bicycle connectivity, intersection sight distance, traffic calming, truck routing, and parking. Presented findings to citizens, stakeholders, City council, and City staff at a variety of meetings.

Rob Jacquette, PE PTOE

Principal | QA/QC

Location: Duluth, GA



Registration: Professional Engineer GA (36635)
Professional Traffic Ops Engineer (3534)
Education: BSCE 2007 | Georgia Institute of Technology
Experience: 17 years

Rob is a proven and proficient transportation engineer who excels in effective project management. He has overseen all types of engineering projects and has provided engineering services for many clients and cities within the State of Georgia. **Responsible for QA/QC, Rob will collaborate with the team, scrutinize key milestones, and provide quality oversight throughout the Corridor Study. His unique combination of technical knowledge, project management experience, and communication style will contribute to the success of this Study. He will serve as the Project Principal responsible for overseeing the contract with Hall County.**

- **GDOT Regional Operational Improvements Contract | Districts 1, 2, 5, 7 (Clayton, DeKalb, Rockdale Counties) GA** - A key part of this contract was identifying projects across the state based on a data driven methodology for ranking bottle neck severity. Once identified, managed multiple teaming partners and internal staff to evaluate each study area for potential operational improvements that would provide GDOT with a high benefit-to-cost ratio in order to be programmed for future design. A project challenge was balancing construction funding levels for the program with the number of projects that could be programmed, and matching their design time line to when the funding was available.
- **Buford Highway Corridor Study | City of Buford, Gwinnett County, GA** - This Study involves the assessment of current roadway conditions in order to determine what mitigation measures should be taken to ensure adequate traffic operations and safety. In addition to collecting traffic counts and historical crash data, meetings with stakeholders are being held to gather information regarding proposed developments and anticipated growth patterns in the area.
- **SR 316 Access Management Study | Barrow County, GA** - The SR 316 corridor is in a state of transition, and projects are either complete, under design/construction, or already planned to grade separate all at-grade intersections with SR 316. County concerns include access to commercial and planned commercial areas. The Study purpose was to determine access management alternatives, ensuring access doesn't prohibit future economic development, is safe for those who access the commercial areas, and recommend the most cost-effective improvements to ensure those things are achievable. A project website was created that identified important information about the Study encouraging feedback from roadway users.

6. Describe the expertise of employees that will be on this project. Provide a brief resume and experience record for each key person, including years of experience, education, and location of each person.

Randi Quizon, PE RSP1

Safety Lead

Location: Duluth, GA



Registration: Professional Engineer GA (43581)
Road Safety Professional Level 1 (1247)
Education: BSCE 2012 | University of Alabama
Experience: 12 years

Randi's experience includes transportation and traffic engineering. Her range of traffic studies includes traffic impact and corridor studies, safety and operational improvements analysis, intersection control evaluations, and traffic engineering reports. Randi's background in roadway design provides her with a unique perspective when analyzing roadways and intersections as it relates to items such as cost, environmental impacts, and constructability. **Randi will serve as the Safety Lead.**

- **Buford Highway Corridor Study | City of Buford, Gwinnett County, GA** - This study involves the assessment of current roadway conditions in order to determine what mitigation measures should be taken to ensure adequate traffic operations and safety. In addition to collecting traffic counts and historical crash data, meetings with stakeholders are being held to gather information regarding proposed developments and anticipated growth patterns in the area.
- **SR 316 Access Management Study | Barrow County, GA** - This project analyzes the impact the proposed SR 316 projects funded by GDOT will have on access to local businesses and residential land uses within the vicinity of the SR 316 corridor in Barrow County. Public meetings were held to solicit feedback from citizens. A project website was developed to keep project stakeholders updated on the status of the project and share important documents. Alternative roadways were identified as parallel routes to provide access to local land uses. Operational and safety improvements at key intersections were evaluated. A project prioritization plan was developed for the County.
- **GDOT Regional Safety Contract | GDOT Districts 1, 4, & 7** - Traffic Engineer responsible for the following: pulling crash data, collision diagram development, crash trend identification, researching and evaluating potential improvements, developing deliverable documents. Collaborates and reports to Senior Traffic Engineer to ensure documents have met all applicable GDOT Standards. Excels at detailed analysis of crash data and determining a variety of options to pursue in the future - both short and long term. Improvements have been to address the safety of all roadway users.

Alex Simmons, PE

Traffic Operations Lead

Location: Duluth, GA



Registration: Professional Engineer GA (43348)
Education: BSCE 2013 | Georgia Southern University
Experience: 11 years

Alex has a well-rounded background in all facets of traffic engineering. His several years of experience include traffic operations, traffic impact studies, corridor studies, parking studies, signal design, and ITS design working with both state and local DOTs. While Alex has a diverse history in traffic engineering, his focus has been on evaluating and identifying mobility solutions for all users. He brings the right tools to each of his projects and delivers cost-effective and constructible solutions to each of his clients. **As a Hall County resident, Alex will combine his professional experience with personal knowledge of the area to ensure this Study is not only a success to the County, but also to his family and friends that call Hall County home as well.**

- **Covington Parking & Traffic Study | City of Covington, GA** - Responsible for gathering existing conditions information throughout the City's downtown area and assessing and evaluating potential alternatives to increase alternative modes of travel, reduce motor vehicle delays, and improve safety within the downtown system. A detailed inventory of existing pedestrian and bicycle infrastructure was collected to perform a multimodal gap analysis. The findings from that analysis established the framework for many of the proposed improvement alternatives.
- **Old Highway 5 Corridor Traffic Study | Cherokee County, GA** - Responsible for coordinating traffic data collection activities, gathering existing conditions information about the corridor, and evaluating potential alternatives to alleviate traffic operations issues, address safety concerns, and improve pedestrian and bicycle connectivity and access.
- **GDOT Regional Traffic Signal Operations Regional On-Call Contract** - Project Engineer responsible for supporting GDOT district offices with signal timing and maintenance needs along state routes in GDOT Districts 2, 3, 4, 5, and 7. Performed tasks such as signal timing evaluations, signal timing adjustments (both remote and in the field), on-call request (OCR) development, and technical support. Additional activities performed under this contract consisted of timing development and monitoring for special events, inclement weather and construction that occurred in the southern portion of the state. Using a combination of CCTVs, RITIS probe data, Signal Performance Metrics, and real-time controller data, a proactive approach was developed to help manage the region's traffic signal networks under this contract.

6. Describe the expertise of employees that will be on this project. Provide a brief resume and experience record for each key person, including years of experience, education, and location of each person.

Sachin Karmarkar, PE PTOE PTP

Planning Lead

Location: Duluth, GA



Registration: Professional Engineer MD (54335)
Professional Traffic Ops Engineer (4835)
Professional Transportation Planner (607)

Education: BSCE | University of Mumbai
MSCE | Portland State University

Experience: 18 years

Sachin's experience includes both traffic studies and traffic signal timings and implementation as well as various traffic simulation and travel demand modeling software. He has worked all over the east coast, with significant portions of time spent working in Virginia, Tennessee, and Georgia. **Sachin is a Professional Transportation Planner.**

- **VDOT STARS - Lynnhaven Parkway | City of Virginia Beach, VA** - Senior Project Engineer responsible for leading the technical analysis for this project. The focus of this project is to reduce road user delay, reduce the frequency and severity of crashes, and improve pedestrian and bicycle connectivity. Used Power BI to develop crash analysis outputs based on available crash data for the study corridor. Identified potential improvements for study intersections and roadway segments. Coordinated with transit agency to accommodate bus stops and to obtain bus ridership information.
- **I-24 Smart Corridor Incident Management | TDOT | TN** - Senior Transportation engineer responsible for developing detour signal timing plans for multiple jurisdictions which includes predicting incident travel patterns using travel demand model to forecast incident traffic volumes. Developed macro based excel sheet for easy data migration between excel and Synchro.
- **Northern Virginia Transportation Authority (NVTA) | VA** - Consultant II responsible for evaluation of significant transportation projects in Northern Virginia (HB 599 Ratings). Prepared ratings for multiple projects including roadway & intersection improvements, widenings, interchange construction and ITS/Travel management-based congestion (transit and traffic), delay, transit crowding, accessibility to jobs, and emergency mobility. Responsible for updating Travel Demand Models in CUBE & TRANSIMS platform to analyze the operation and feasibility of Travel Demand Management Strategies like HOV lane on VA-28 and Fairfax County Pkwy, extension of express lanes to District of Columbia, Virginia Rail Extension to Haymarket, WMATA's Orange & Blue line extensions.

Robert Renwick, PE

Bicycle/Pedestrian Lead

Location: Duluth, GA



Registration: Professional Engineer GA (36674)

Education: BSCE 2007
Clemson University

Experience: 16 years

Robert is an accomplished engineer and proven project leader. His project management experience includes streetscapes, pedestrian facilities, roadway & intersection improvements, multi-use trails, drainage, MS4, and erosion control design.

Robert's extensive streetscape and pedestrian facilities experience will ensure a successful Corridor Study for the County.

- **Downtown Streetscape and Utility Improvements | City of Gainesville, GA** - Responsible for pedestrian and ADA improvements, lighting, and underground utility improvements along four streets at Gainesville's downtown square. Project also included intersection improvements and traffic signal upgrades at three locations including one that fell on a State Route. Traffic signal communication was included as part of the project.
- **Pace Street Roadway Improvements | City of Covington, GA** - The focus of this project was to connect Downtown Covington to US 278 via Pace Street. During this project, Pace Street underwent a road diet so that other modes of travel could be accommodated. After the number of vehicle travel lanes was reduced from four to three, 5-foot bicycle lanes were added to the project. In addition, careful attention was paid to improving pedestrian access along the corridor. Improvements included pedestrian crossings and refuges, ADA compliant ramps, handrails, pedestrian lighting, and bulbouts. On-street parallel parking was maintained closer to the Downtown area.
- **Downtown Winder Parking Study | City of Winder, GA** - Oversaw project activities while studying the existing parking needs of Downtown Winder. Inventoried all existing parking spaces, monitored parking space occupancy, and made recommendations for improvements. The final deliverable was a parking study report that was given to the City identifying steps to take to improve parking in the Downtown area in a cost effective way while also addressing other transportation needs in the area.

No.	Question	Answer
2.	<i>Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names, and contact details.</i>	Relevant project narratives have been included below and on the following pages.

Parking & Traffic Study
City of Covington, Georgia

Tres Thomas, III PE | City Manager
770-385-6831 | tthomas@cityofcovington.org



The City of Covington wanted to develop a comprehensive study to perform an evaluation and assessment of traffic and parking conditions in their downtown district, and along the Monticello Street corridor.

This study evaluated existing parking, pedestrian accessibility, bicycle accessibility, traffic operations, road user safety, as well as identify funding sources and develop an implementation plan. Stakeholder engagement meetings were conducted to gather community input prior to exploring proposed alternatives.

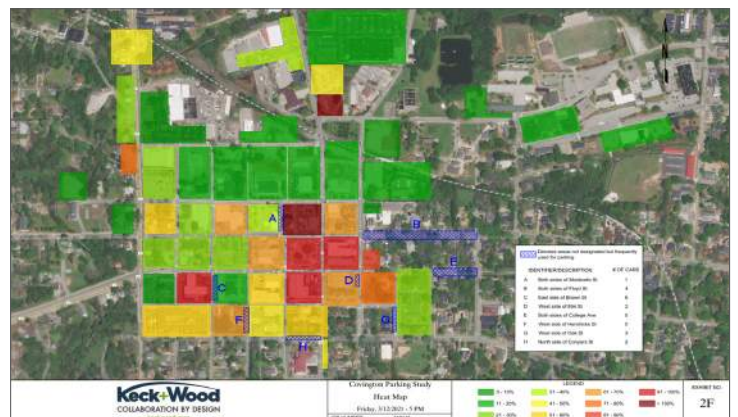
A variety of solutions were proposed, ranging from short term, low cost improvements (i.e.: ADA improvements, sidewalk extensions, digital parking enforcement, etc.) to long term, higher cost improvements (i.e.: downtown re-visioning, parking deck expansions, installation of one-way pairs, roundabouts, roadway realignments, etc.). Recommendations were presented to City staff, Mayor, and City Council.

The City implemented many of the proposed low-cost alternatives to address issues cited within the study soon after approving the report. Higher cost improvements with large benefit were identified for future funding. KW has helped the City of Covington design many of the improvements.

Cost
\$137,000

Status
2021 (Complete)

Key Project Staff
Clay Smith, PE RSP1
Alex Simmons, PE
Rob Jacquette, PE PTOE
Randi Quizon, PE RSP1



2. Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names, and contact details.

New Peachtree Road Pedestrian & Bicycle Improvements
City of Doraville, Georgia



Chris LaFleur | Public Works Director
678-446-4025 | chris.lafleur@doravillega.gov

The City of Doraville received LCI Funds from the Atlanta Regional Commission (ARC) to improve its New Peachtree Road Corridor. As one of the City’s main arteries adjacent to its civic activity center and the Doraville MARTA Station, New Peachtree Road serves to connect citizens and visitors alike. However, at 5-lanes wide, its current footprint is grossly out of scale with vehicular demand. With little remaining space for sidewalks and bicycle facilities, the availability for balanced transportation alternatives suffers. This project aims to correct this by giving New Peachtree a road diet, reducing the roadway to three lanes. The width freed up would allow for construction of bicycle facilities where none exist and improved pedestrian conditions meeting ADA requirements and with vegetative buffers.

In addition to these improvements, vehicular facilities will also be improved with the rebuilding of roadway surfaces. Other proposed enhancements include pedestrian and bicycle crossings, pedestrian scale lighting and other street furnishings, ADA-accessible curb ramps, and street trees and shrub plantings. The project includes new traffic signals at four intersections. Pedestrian scramble intersection operation was requested by the City of Doraville at two intersections. KW helped design and implement the pedestrian scramble operation.

The City of Doraville completed construction on the project in 2023. The project was seen as a huge success for the City and the traveling public - vehicles, pedestrians, bicyclists, and transit. This project won the APWA Project of the Year Award in 2023.

Cost
\$2.7M

Status
2023 (Complete)

Key Project Staff
Clay Smith, PE RSP1
Alex Simmons, PE
Rob Jacquette, PE PTOE
Robert Renwick, PE



BEFORE



AFTER



2. Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names, and contact details.

Old Highway 5 Corridor Study
Cherokee County, Georgia

Jim Wilgus, PE | SPLOST Roadway Project Manager
770-721-7818 | jawilgus@cherokeega.gov

The Old Highway 5 Corridor Traffic Study evaluated traffic operations, safety concerns, pedestrian/bicycle accessibility, and traffic signal timing for Old Highway 5 running from the Cobb County Line to Riverpoint Parkway in Canton, GA (approximately 14 miles).

To begin this project, KW met with Cherokee County to discuss expectations for the project. We talked through various project outcomes they would like to see. We also spent time talking about specific areas of concern and outlining a plan to meet with other stakeholders and identifying points of contact. KW then met with each of the cities involved with the project and talked with them about specific areas of concern they had. In addition, we identified potential developments in each jurisdiction so we could better estimate future growth.

The KW team then began gathering and analyzing a variety of traffic data, including: historical crash data, traffic counts, traffic signal timings, development information, growth rates, adjacent transportation projects, existing pedestrian & bicycle infrastructure, etc. After analyzing the data, evaluations in traffic operations, safety, pedestrian & bicycle connectivity, and signal timing occurred. The KW team then identified a range of improvements for the study intersections along the corridor to address identified deficiencies. Improvements included:

- Sidewalk/Multi-use Path Connectivity Improvements
- ADA Improvements
- Traffic Signal Timing & Phasing Adjustments
- Supplemental Signal Heads for Increased Visibility
- Lighting Improvements
- Dynamic Warning Flashers
- Minor Safety Improvements at Intersections (transverse rumble strips, flashing yellow arrows, elongated right turn lanes, etc.)
- Access Management
- Addition of Turn Lanes
- Alternative Intersection Implementation
- Interchange Reconfiguration

The findings of the study were shared with Cherokee County to solicit feedback from staff members. Revisions were made to the study based on their additional feedback. Concept level benefit-

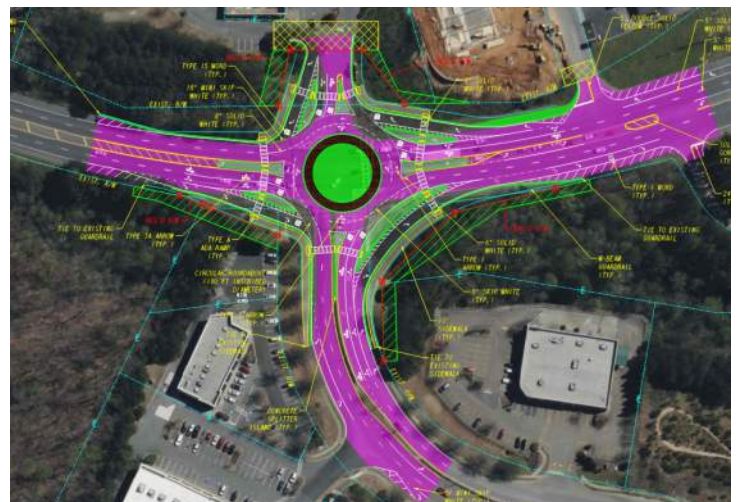
cost ratios were included for each of the improvements. Between the anticipated construction cost as well as the benefit-cost ratio, the County could identify which improvements it would like to pursue first as well as potentially use the benefit-cost ratio as a mechanism to pursue specific funding. Lastly, the KW team developed concept layouts of the preferred alternatives at each intersection.

Cherokee County was able to take the recommendations and pursue next steps on urgent areas. KW is working on improvements to one intersection identified in the study - Palm Street. Other identified improvements were taken and added into the County SPLOST and TIP plans. In addition, the County has reached out to local municipalities to identify joint funding options.

Cost
\$195,000 (Final, on budget)

Status
2023 (Complete)

Key Project Staff
Clay Smith, PE RSP1 Rob Jacquette, PE PTOE
Randi Quizon, PE RSP1 Alex Simmons, PE



2. Describe in narrative form at least three (3) projects within the past five (5) years, in similar size and scope that you have completed with project names, entity name, references names, and contact details.

SR 141 Corridor Study
City of Peachtree Corners, Georgia

Greg Ramsey | Public Works Director
470-395-7021 | gramsey@peachtreecornersga.gov

Traffic Data was collected for 19 intersections along the SR 141 corridor within the City of Peachtree Corners. The data collection followed GDOT Office of Planning methodology and once the data was collected, future year projections were completed and approved by the Office of Planning.

Public input was gathered early in the study process to determine the stakeholders perception of the existing issues along the corridor and once the needs analysis and alternative study was complete, the stakeholders were engaged again in a public information open house forum to gather additional data before the final alternatives were selected by City Council.

The focus of this traffic study was to identify operational and safety improvements along roadway segments and at intersections. Careful attention was taken to eliminate or minimize right-of-way needs due to adjacent commercial properties. Pedestrian connectivity improvements were included as part of the discussed alternatives.

Environmental Screening along the corridor was completed and all data was compiled into a final recommendations report.

KW was able to get GDOT to partner with the City of Peachtree Corners to provide the \$3 million for cost of construction.

Cost
\$3.0M (Construction)

Status
Study Complete, Full Design Ongoing

Key Project Staff
Clay Smith, PE RSP1
Rob Jacquette, PE PTOE
Alex Simmons, PE
Randi Quizon, PE RSP1
Robert Renwick, PE



4. Why Hall County should select your firm for this project? Describe your technical approach.

Project Initiation (July 2024 – August 2024)

After receiving the letter of award and notice-to-proceed, the Keck & Wood (KW) team will schedule a project kickoff meeting to further introduce our team and to discuss the specifics of this project. The goal of the kickoff meeting will be to further introduce the consultant and stakeholder team, further discuss project goals, identify preferred communication methods, discuss stakeholder and public engagement, and further discuss GHMPO, Hall County, and City of Gainesville planning documents.

- Hall County QPublic information has been pulled to look at parcel information
- Hall County Property Web Application has been accessed to look at parcel information, zoning information, overlay districts, and available utility information.

The KW team has worked on both the Hall County and City of Gainesville Comprehensive plan documents. Our specific focus on both the plans has been on transportation improvements.

Having intimate knowledge of both the Hall County and City of Gainesville Comprehensive plans will give the KW team a head start on this project. KW team members also attended the in-person public outreach meetings and helped present information relating to transportation improvements.

The KW project manager, Clay Smith, will serve as the main point of contact for this project. Clay is a native of Hall County, who even went to elementary school within the study limits of this project at Jones Elementary School (where Howard E. Ivester Early College is located today). Clay and his family currently live in Flowery Branch. He prides himself on being available to clients 24/7, 365 days a year. Being a native of Hall County and having decades of knowledge related to this corridor, he is highly motivated to ensure this project exceeds expectations for the project stakeholders.

Deliverables: Kickoff Meeting, summaries of meetings with stakeholders, final detailed scope, schedule, and public outreach plan, and stakeholder engagement plan

Data Collection and Existing Conditions Analysis (July 2024 – November 2024)

This phase of the project will begin with gathering information from the GHMPO and local jurisdictions. As previously stated, the KW team has worked extensively with Hall County and Gainesville as part of the consultant team developing the Comprehensive Plan documents. The KW team will also work to identify other sources of information that can be used as part of this project. The KW team has already been hard at work collecting information related to the study corridor.



- Available GDOT project data has also been accessed for the study corridor. The following projects were identified:
 - GDOT PI 0003701 – SR 13 from I-985 to & along Memorial Park Drive to SR 369
 - » GDOT Project Description: The proposed improvements contained in this concept serve two primary purposes. The first purpose of this project is to provide additional traffic capacity and improved access to accommodate existing and future traffic volumes in the project corridor. The second purpose of this project is to improve traffic flow by establishing a continuous roadway from I-985 to S.R. 53 bypassing the City of Gainesville. This will improve traffic safety and promote the orderly flow of traffic by providing a continuous roadway with median breaks and designated left-turn lanes at major intersections.
 - » Project Status: Long Range Program
 - » Construction Year: 2051
 - GDOT PI 0013171 – Pedestrian Upgrades @ 13 Locations in Hall County
 - » This project will address compliance with current GDOT standards, MUTCD, and the requirements with ADA. Intersections included for this PI that

4. Why Hall County should select your firm for this project? Describe your technical approach.

overlap with the study area for this project include: SR 13 at Industrial Blvd and SR 13 at Hilton Dr/ Mimosa St. KW scoped design services for this project as part of the GDOT Safety Contract.

- » Project Status: Construction Work Program
- » Construction Year: N/A
- o GDOT Safety Contract – SR 13 at Tumbling Creek Rd
 - » Intersection is being monitored by the GDOT Safety Team (KW is part of this team). Intersection was identified based on receiving complaints from people making left turn movements at the intersection. The GDOT Safety Team collected counts and evaluated if the intersection met traffic signal warrants (it did not). This intersection will be reevaluated in 2024 to check volumes and crashes by the GDOT Safety Team.
 - There is a potential funding opportunity here for any potential improvements identified as part of this project.
- o GDOT Operational Improvements – SR 13 at Memorial Park Drive
 - » Intersection was identified for further evaluation based on traffic operations. A proposed improvement of restriping the SR 13 northbound left turn lane to increase storage and taper lengths was identified back in June 2022.
 - » This project was transitioned to a full GDOT PI 0018276.
 - Project Status: Construction Work Program (GDOT District 1 Quick Response)
 - Construction Year: 2023
- o Three closed projects were also identified utilizing the Georgia Operational and Safety Information System (GOASIS). The three closed project dated back to 2019 and included the following locations: SR 13 at Culvert over Flat Creek, SR 13 at Pearl Nix Parkway, and SR 13 at West Side Drive. In all instances, the intersection was identified for potential improvements but no viable alternative was found. This could be due to funding limitations, lack of data, right-of-way restrictions, etc.

- The KW team has already pulled crash data for the study corridor using the GDOT AASHTOWare site (formerly known as Numetric). Below identifies some high level, key metrics for the study corridor:
 - o Dating back to 2013, there have been five (5) fatalities within the study corridor. Two (2) of the fatalities were pedestrian related.



- In the last five (5) years, there have been approximately 931 crashes.
 - o 80% of crashes are intersection related
 - o Four (4) fatalities have occurred during that time period
 - o Predominate crash period is between 2:00pm and 6:00pm, which accounts for 39% of all crashes
 - o Rear End crashes are the highest reported crash accounting for 442 crashes (47%)
 - o Seven (7) pedestrian crashes and one (1) bicycle crash have been reported

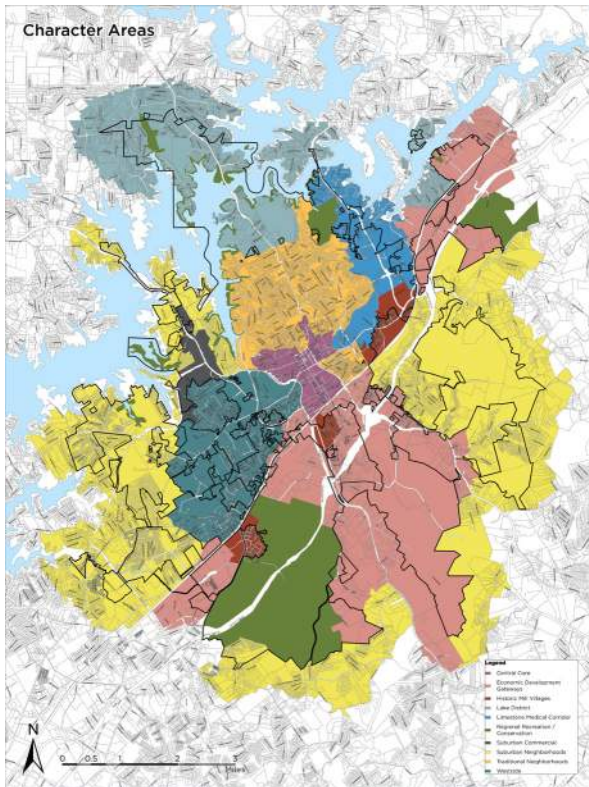


The KW team pulled information relating to Character Areas and Future Land uses along the study corridor. There are four (4) Character Areas identified along the study corridor - Economic Development Gateways, Regional Recreation/Conservation (Elachee Nature Center), Historic Mill Villages (Chicopee Mill

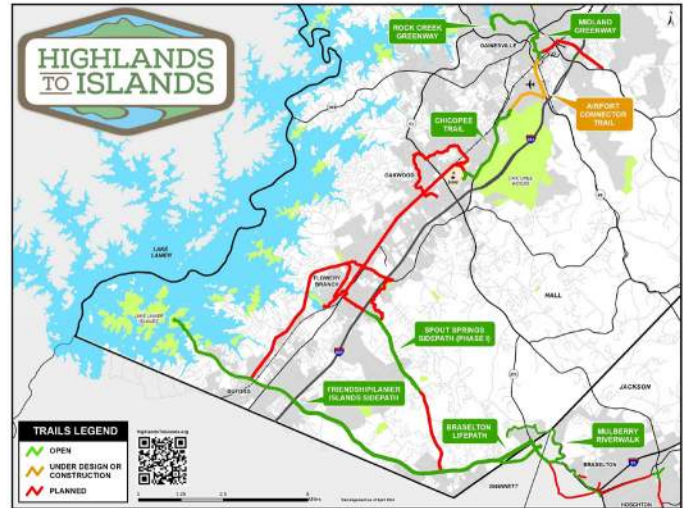
The KW team has access to the GOASIS website due to our current involvement on both the GDOT Operational Improvement and Safety contracts. We have direct access to GDOT Operational Improvement and Safety Contract project managers who decide which projects to pursue further.

4. Why Hall County should select your firm for this project? Describe your technical approach.

Village), and Westside. Each of these Character Areas have unique or special characteristics to be preserved or enhanced. The Future Land use information is helpful in seeing what future development type is intended for specific areas.



longer parallel to SR 13. This segment of trail is called the Chicopee Trail and is part of the Highlands to Islands trail network.



- In the area near 1st Street and Chicopee Mill Road, it appears that some larger trees have been removed on the outside of the horizontal curve. These trees may have been in clear zone. One appears to have been involved with a fatality.
- There are two (2) bridges along the study corridor. The first bridge is for the railroad tracks near Chicopee Street. The second bridge is over Flat Creek near Pearl Nix Parkway.

Once school is back in session, the KW team will coordinate with project stakeholders to identify what intersections and roadway segments need to be counted. Based on local knowledge, GDOT focus areas, and intersections outlined in this scope, there are a minimum of 10 intersections that need traffic count data. Up to 15 intersections and five (5) roadway segments will be counted for this project.

The KW team will also develop field inventory sheets to document and catalog existing field conditions. This field inventory sheet will be approved by the project stakeholders to ensure the KW team is collecting the necessary data for the study intersections and roadway segments. These field inventory sheets will be included in the final report as an appendix. The KW team has already spent time completing a field visit for the study corridor. Below outlines some notes obtained from that field visit:

- There is an existing multiuse path running parallel to SR 13 from south of Tumbling Creek Road to just north of Chicopee Mill Road. The trail then turns into the woods and is no



4. Why Hall County should select your firm for this project? Describe your technical approach.

- The railroad runs adjacent to SR 13 between Chicopee Street and Industrial Boulevard. Many businesses in this area have limited parcel space which means they have little to no throat depth. Vehicles turning into these developments have to decelerate on SR 13 and then navigate a parking lot that backs up to SR 13. There are numerous potential conflict points in this area due to the maneuvering of vehicles into and out of the development.
- In addition to the established buildings along SR 13, there are pop-up shops and mobile pushcart vendors within the study corridor.



- There is a large presence of pedestrian traffic along the corridor. This was witnessed while on site as well as by well worn paths along the study corridor. Some pedestrians were seen walking through parking lots as opposed to walking on the side of SR 13/Atlanta Highway



- Utility poles are within clear zone and contribute to a cluttered visual image of the corridor.
- Queuing was experienced in the PM Peak period near SR 13 at Pearl Nix Pkwy and again between Industrial Boulevard

and Memorial Park Drive. For the section between Industrial Boulevard and Memorial Park Drive, it appeared to be a combination of delay at the endpoints as well as turning traffic along the roadway trying to access private developments with no turn lanes on SR 13 that were causing the delay.

- Little to no street lights or pedestrian lighting. It appeared that most of the lighting along the corridor was aimed at private development parking areas instead of the roadway.

KW will utilize the information from the 2020 and 2025 travel demand models to help determine future travel demand. Lastly, KW added Lumenor Consulting to the team to provide a desktop environmental screening for the entire study corridor. This information will be documented and factored in when identifying potential improvements for the corridor. Understanding where there are potential environmental concerns will help GHMPO and the local municipalities have more knowledge when making decisions about the effort required for each proposed project as well as help in understanding project timelines.

Deliverables: Base maps of existing conditions

Public Involvement (August 2024 – May 2025)

The KW team will work with the GHMPO and local stakeholders as part of the Kickoff Meeting to discuss the details of the public outreach plan. Due to the KW team's experience with public outreach, and local knowledge of the area, the following information outlines the anticipated approach based on past projects and lessons learned:

- After the Kickoff Meeting, the KW team will develop a project website for this corridor study. The project website will be in both English and Spanish. A couple of the website services we have used in the past are Wix and SocialPinpoint, but other options can be explored as well. The website will contain all data related to the project and will be a way to share updates and gather feedback from the community. This website can be shared on the GHMPO website, local municipality website, and social media accounts as needed.



- After all existing conditions information has been gathered, the first public outreach meeting will be organized to gather community input about the study corridor.
 - This meeting will be in both English and Spanish. All materials will be translated and available in both

4. Why Hall County should select your firm for this project? Describe your technical approach.

- o languages. **An in-person translator will be present at the meeting to translate from English to Spanish.**
- o The KW team would recommend holding two separate meetings. This way people who are working shift work will have options to attend one of the meetings. One could be held in the morning during first shift and one held at night during second or third shift (depending on how companies break up their shifts).
- The second public meeting will be held after potential alternatives have been identified for study intersections and roadway segments. Again, two different meetings will be held to accommodate work shifts to allow the members of the community to attend and not have to miss work. The feedback in this meeting will be incorporated into the final SR 13/Atlanta Highway Corridor Study.

Deliverables: Website, online communications with public, informational meetings with the public, summaries of information meetings with the public, public engagement schedule posted on project website

Stakeholder Involvement (July 2024 – May 2025)

The KW team understands that one of the most important aspects of this project is establishing effective communication with project stakeholders. KW has been known for delivering projects for local municipalities dating all the way back to its beginning in 1954. KW prides itself on going above and beyond for clients and establishing a long term relationship based on being a trusted advisor for our clients.

KW will hold monthly meetings either in-person and/or virtually with the GHMPO staff and other stakeholders as needed – **the Project Manager lives just 15 minutes from both the Hall County offices and City of Gainesville offices.** In addition, he will make himself available at all hours of the day and night to discuss specifics of the project by providing team members with his personal and business phone numbers. Working with the GHMPO and the local municipalities at the Kickoff Meeting, KW will establish a stakeholder committee for the project; a stakeholder engagement strategy will be developed for this project. All materials will be translated from English into Spanish. In addition, the KW team will work with other consultants as needed to collaborate and share information.

KW has a great working relationship with many of the staff members in both the GDOT District 1 Office as well as the GDOT State Offices based on our project history and working relationships established over the decades. **We are able to leverage our established relationships to ensure our work**

gets top priority so what we efficiently receive comments and feedback in a timely manner. For example, Clay Smith has been working with Jason Dykes (GDOT District 1 – District Engineer) dating back to 2008 when Jason was a Project Manager and Assistant Area Engineer for GDOT.

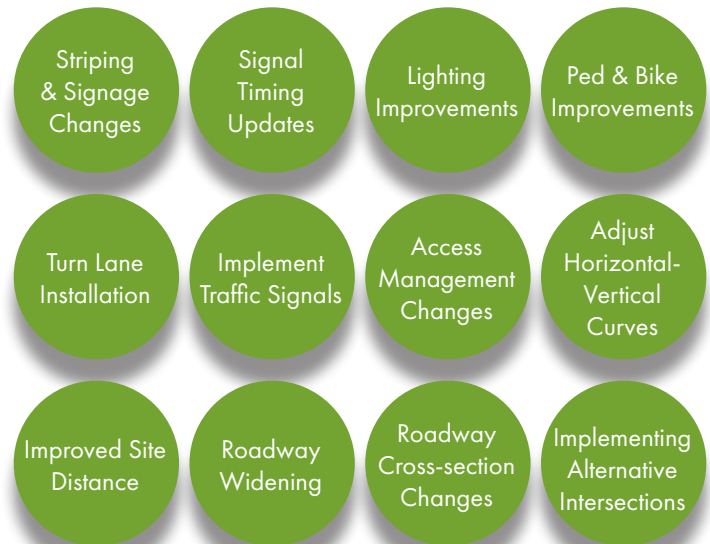
Deliverables: Monthly check-in meetings, stakeholder engagement strategy, summaries of monthly check-in meeting, and GHMPO staff feedback

Develop Draft & Final SR 13/Atlanta Highway Corridor Study (January 2025 – June 2025)

KW has a wide range of experience in developing a diverse list of improvements to address project needs. We have developed low-cost improvements that can be implemented quickly, and have also identified higher cost, longer term improvements.

An example of one quick response improvement that was implemented on another project is installing bulb outs using a paint and post method. This was used in the City of Covington as a way to quickly address an issue with vehicle speeding, pedestrian crossing distance, and tourist congregation areas. Bulb outs were painted and reinforced with flexible rubber hit post until a longer-term solution could be designed and procured from the City. It was an overwhelming success for the City that addressed a critical need while allowing time to explore a longer-term option.

KW will evaluate all potential improvements for each of the study intersections and roadway segments. Some of these improvements include:



4. Why Hall County should select your firm for this project? Describe your technical approach.

A complete streets approach will be evaluated by looking at how the improvement impacts all roadway users, not just vehicles.

KW has experience working on both GDOT Operational Improvements and GDOT Safety Improvements contracts. These contracts have allowed us to evaluate numerous intersections and roadway segments all over the State of Georgia and to look for the highest benefit improvements. These projects are typically selected based on benefit-cost ratio which weighs the annual benefit versus the annual cost; the higher the benefit-cost ratio the more beneficial the project is. Typically, the project is developed in such a way that specific funding mechanisms can be utilized to help deliver the project.

The KW team has a proven track record of identifying funding sources for our clients leveraging our existing relationships, current contracts, and funding expertise. Over the past 10 years, we have been able to secure over \$35M in State and Federal funds to help deliver projects for our clients.

Being a part of the local community, the KW team is highly motivated to deliver a project that exceeds the GHMPO and local municipality expectations.

Deliverables: Draft SR 13/Atlanta Highway Corridor Study, Final SR 13/Atlanta Highway Corridor Study document and supporting map packages, project lists, etc.





Hall County Government

FINANCIAL SERVICES

EXHIBIT A - CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #45-005

For the provision of
**State Route 13/Atlanta Highway Corridor
Study**

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

ARTICLE #101 – INTRODUCTION

This Contract for transportation planning, traffic congestion management, and engineering services (hereinafter “Services”) is made and as entered into as of _____ (Execution Date) and _____ (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Keck & Wood, Inc., located at 3090 Premiere Parkway, Suite 200, Duluth, Georgia 30097 (Hereinafter “Contractor”). Contractor is an entity that is **legally** registered and **qualified** and **holding** any such **licenses** and **certifications** as may be required to render Services to do business in the State of Georgia. County and Contractor are known **individually** as a “Party” and **collectively** as the “Parties”.

Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations, if applicable, and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

Whereas, the Parties do **mutually** desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation; and,

Whereas, this contract will become legally binding and executed upon signature by both parties; and,

Whereas, any attached quotes, exhibits, attachments, site plans, specifications, and references are all incorporated herein by reference;

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the Scope of Work.
- B. County hereby agrees as good and valuable compensation as provided in the attached *Exhibit C – Cost Proposal* as incorporated herein by reference.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Michael Haire
Transportation Planning Manager
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Rd
Gainesville, GA 30504
mhaire@hallcounty.org
(770) 297-2604

COUNTY ISSUING OFFICER

Andrew Youngblood
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFORMATION

Name: Clay Smith, PE RSP1
Title: Vice President - Traffic Engineering Market Leader
Physical Address: 3090 Premiere Parkway, Suite 200
City, State, ZIP: Duluth, Georgia 30097
Email: csmith@keckwood.com
Phone: 678-617-5821

REMIT-TO ADDRESS (if different): same as above

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM

Until substantial and final completion of Services according to the agreed time schedule, and after all subcontractor(s) and material suppliers' liens are satisfied, if applicable.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching Party shall provide written notice to the breaching Party which describes the breach of this Contract. The Party whose breach is alleged shall have thirty (30) days from the date of receipt of the written Notice to Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions:

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of, and without the fault or negligence of, the Contractor. If the Services to be provided to the County are interrupted by a force majeure event as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled."

- B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, Contractor shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either Party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE #105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination no later than thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either Party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that Contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default.** If either Party causes one or more of the default events set out in this *ARTICLE*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the Party's Notice of Default. If the breach or

noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between this Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act. The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, incorrect, or incomplete.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either Party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require; and,
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor; and,
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract; and,
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor; and,
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project or abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties such as subcontractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation,

warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

- B. The County shall not be bound by any terms and conditions of the Contractor that are only accessible by hyperlink. All terms and conditions must be in print and approved by the County.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc., considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in *Scope of Work* prior to subcontractor's performance of work.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list County as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos.
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities.
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract

constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.

- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

ARTICLE #120 – INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

Contractor agrees it will not use the County name or any intellectual property including, but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE #121 – COMPENSATION

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County as per *Exhibit C – Cost Proposal Worksheet*.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement between the Parties.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the immediate cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

- A. The County will issue a Notice to Proceed (NTP) and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO(s) by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 – NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement NTP date. Any work including, but not limited to, travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as

evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment

1. Contractor shall invoice the County via email each month solely to accounts payable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *EXHIBIT C – COST PROPOSAL WORKSHEET*.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.
3. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not in any circumstances pay a third party.

ARTICLE #123 – RETAINAGE

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #124 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either Party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE #125 – NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #126 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-91 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform Services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing the Georgia Security and Immigration Compliance Act Affidavit (attached herein as *EXHIBIT E – E-Verify Affidavit*), notarized by an Official Notary Public, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract.

ARTICLE #127 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all Exhibits thereto.
2. The Contract itself, including all Exhibits thereto.
3. Attachments appended to the Contract.
4. All other Contract attachments appended to the contract.

ARTICLE #128 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the Bidder's response, are herein incorporated into this contract by reference.:

- EXHIBIT A – Contract for Services
- EXHIBIT B – Bid Response Form
- EXHIBIT C – Cost Proposal Worksheet
- EXHIBIT D – W-9 Form
- EXHIBIT E – E-Verify Affidavit

EXHIBIT F – Ethics Affidavit
EXHIBIT G – Scored Questions

ARTICLE #129 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #130 – HOLD HARMLESS AGREEMENT

The successful Bidder hereby agrees to indemnify and hold free and harmless Hall County Government, its Commissioners, agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE #131 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #132 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the terms and conditions herein, and the Official Code of Hall County, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern over all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Supplier's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a PO and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "vendor", "bidder", "offeror", "contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of Service shall mean one and the same, herein denoted as "Supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, engineering or architectural capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on a PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's bid response.

11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, redi-mix products (concrete, paint, etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
17. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, intergovernmental agreements, memorandums of understanding and other such agreements.
18. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
19. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
20. Receipt of goods or services does not constitute acceptance. Title to the goods shall remain with the Supplier until acceptance by the County.
21. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
22. The County shall have the right to inspect all goods or services at the time and place of delivery.
23. Contractor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
24. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
25. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
26. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County are considered County property and shall be delivered to the County upon request.
27. Invoices submitted to the County will reflect the language of the PO with the PO Number printed on each invoice submitted.
28. In the event that a PO has an attached contract or agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
30. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
31. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.

- 32. Goods are Free-On-Board (F.O.B.) destination and freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
- 33. The County does not pay late fees nor interest charges.
- 34. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
- 35. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
- 36. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

PRINT COMPANY'S FULL LEGAL NAME

Keck & Wood, Inc.
 By: RPJ
 Print Name: Rob Jacquette, PE PTOE
 Title: Chief Operating Officer

HALL COUNTY, GEORGIA

By: _____
 Richard Higgins, Chairman
 Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

30th Day of May, 2024.

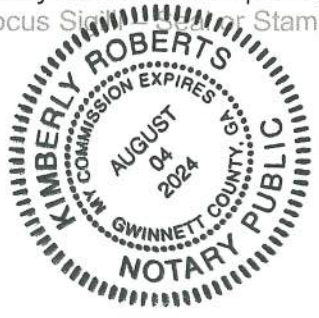
Attestment:

 Board of Commissioners Clerk

Notary Public: Kimberly Roberts

Approved as to Form

Notary commission expires: Aug 4, 2024
 [Locus Signatures Stamp]





Hall County Government
FINANCIAL SERVICES

EXHIBIT B – BID RESPONSE FORM

Bidders must complete and return this form with their bid.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f:
770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

By submitting a proposal, the respondent certifies that it has fully read and understands the proposal's Scope of Work and requirements needed to complete the project. The services offered and the cost proposal must be valid for at least one hundred twenty (120) days from date of signature.

Bid No: RFQ/P #45-005

Bid Name: State Route 13/Atlanta Highway Corridor Study

Date of Bid Submittal: May 30, 2024

Affirmation: Bidder affirms the following by affixing a wet signature in blue ink below:

"I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal."

Company Name: Keck & Wood, Inc.

Bidder Signature: 

Print Name: Clay Smith, PE RSP1

Title: Vice President - Traffic Engineering Market Leader

Phone Number: 678-617-5821

Email Address: csmith@keckwood.com

Physical Address: 3090 Premiere Parkway, Suite 200

City, State, ZIP: Duluth, Georgia 30097

Unsigned bids may be declared as "Non-Responsive" and may not be evaluated.

If you desire to submit a "No Bid", please indicate by checking one or both of the reasons listed below and explain.

Bidder does not offer this service

Unable to meet specifications

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Keck & Wood, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) n/a <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3090 Premiere Parkway, Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code Duluth, Georgia 30097	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
5 8 - 0 8 0 1 7 5 4	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ May 30, 2024
------------------	----------------------------	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Hall County Government
FINANCIAL SERVICES

EXHIBIT E – E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program, commonly known as E-Verify, or any subsequent replacement program;
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
e) The Contractor will contract for the 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(a), (b), and (c);
f) The Contractor acknowledges and agrees that this affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
g) Contractor acknowledges its responsibility to submit copies of any affidavits, driver's licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

1459512 Federal Work Authorization User ID Number
10/15/2019 Date of Authorization

Keck & Wood, Inc. Name of Contractor
RFQ/P #45-005 State Route 13/ Atlanta Highway Corridor Study Name of Project

Hall County, Georgia
Name of Public Employer

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

Executed on May 30, 2024 in Duluth (city), GA (state).

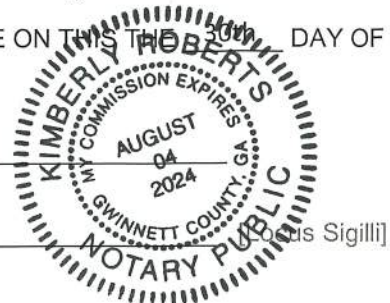
Susan Schimek
Signature of Authorized Officer or Agent

Susan Schimek | Human Resources Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THE 30th DAY OF May, 2024.

Kimberly Roberts
NOTARY PUBLIC

My Commission Expires: Aug 4, 2024





Hall County Government

FINANCIAL SERVICES

EXHIBIT F – ETHICS AFFIDAVIT

RFQ/P #45-005 State Route 13/Atlanta Highway Corridor Study

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia (herein “County”) must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County – Ethics.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

- A. It is the policy of the County to seek the best overall value when procuring goods and services. To this end, the County finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the County. The County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. The County declares that County employees and officials, along with those wishing to do business with the County, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for County business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or County official(s) who do business with the County if there is an appearance of a conflict of interest.

- F. Ethical business practices are important both during a solicitation and after the decision to grant an award. The County seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The Purchasing Manager, subject to the approval of the Director of Financial Services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments, or any other instrument of value extends beyond and outside any specific procurement or solicitation.
- G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award, or not, a contract.
- H. The County stipulates that the furtherance of its strategic goals for job creation, stability, and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The Purchasing Manager, subject to the approval of the Director of Financial Services, is authorized to establish procurement initiatives consistent with the County's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the County's goals.
- I. County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.
- J. It is unethical for any County employee to purchase commodities or services from a County contract for personal use.
- K. With the exception of solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the purchasing associate named in the solicitation, or the County's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the County Board of Commissioners. The Purchasing Manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate County representative.
- L. All County commissioners, officials, and employees shall adhere to the standards outlined in the County Code of Ethics.
- M. **(AMENDED)** The Purchasing Division of the Financial Services Department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070. (Res. of 11-14-19(1), § 1 (Exh. A))

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

Executed on May 30, 2024 in Duluth (city), GA (state).



Signature of Authorized Officer or Agent

Clay Smith, PE RSP1

Printed Name and Title of Authorized Officer or Agent

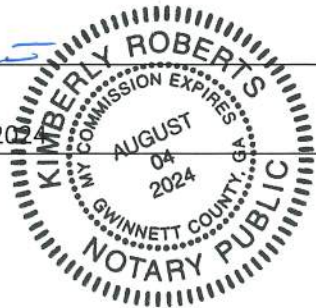
SUBSCRIBED AND SWORN BEFORE ME on this the 30th Day of May, 2024.



NOTARY PUBLIC

My Commission Expires: Aug 4, 2024

[Locus Sigilli]



Licenses for proposed subconsultants, All Traffic Data and Lumenor Consulting Group, are included below.



STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration *Electronically Filed*
Secretary of State
Filing Date: 03/04/2024 12:45:03

BUSINESS INFORMATION

BUSINESS NAME : ALL TRAFFIC DATA SERVICES, LLC
CONTROL NUMBER : 0332298
BUSINESS TYPE : Foreign Limited Liability Company
JURISDICTION : Colorado
ANNUAL REGISTRATION PERIOD : 2024

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 9660 WEST 44TH AVENUE, WHEAT RIDGE, CO, 80033, USA
REGISTERED AGENT NAME : MARK BOIVIN
REGISTERED OFFICE ADDRESS : 1336 FARMER ROAD, CONYERS, GA, 30012, USA
REGISTERED OFFICE COUNTY : Rockdale

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 9660 WEST 44TH AVENUE, WHEAT RIDGE, CO, 80033, USA
REGISTERED AGENT NAME : LEGALINC CORPORATE SERVICES INC.
REGISTERED OFFICE ADDRESS : 1870 THE EXCHANGE, SUITE 200 #44, ATLANTA, GA, 30339, USA
REGISTERED OFFICE COUNTY : Cobb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Eyal Hen
AUTHORIZER TITLE : Authorized Person



DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH AND A MICROPRINT BORDER

CITY OF ALPHARETTA, GEORGIA
2 PARK PLAZA
678-297-6086

License
Number
12001

Occupational Tax Certificate Business Registration
THIS LICENSE EXPIRES **12/31/2024**

Business Owner: LUMENOR CONSULTING GROUP, INC. ID: 19993
 DBA: LUMENOR CONSULTING GROUP, INC.
 Address: 11475 GREAT OAKS WAY 240 Phone Number: 470-747-1946
 City, State Zip: ALPHARETTA GA 30022

Comments:

Classification: EMPLOYEE BASED

Date Issued: 01/02/2024

LUMENOR CONSULTING GROUP, INC.
11475 GREAT OAKS WAY
SUITE 240
ALPHARETTA, GA 30022

This License is NOT Transferable and subject to be REVOKED if abused.

The KW Team is comprised of properly licensed Professional Engineers, Road Safety Professionals, Professional Traffic Operations Engineers, and a Professional Transportation Planner.

**Clay
Smith, PE
RSP1**
Project Manager
Primary Client
Contact

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors
LICENSE NO. PE045287
Clayton Rosser Smith
6523 Lemon Grass Lane
Flowery Branch GA 30542
Professional Engineer
EXP DATE - 12/31/2024 Status: Active
Issue Date: 12/16/2019

Transportation Professional Certification Board, Inc.
certifies that
Clayton Smith
*has met all of the requirements established by the Certification Board
to use the title of*
Road Safety Professional
*unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 829 issued in Washington, D.C, USA*
8/11/2022

Deborah Snyder
Chair

RSP ROAD SAFETY PROFESSIONAL

Jeffrey F. Parnis
Executive Director

**Rob
Jacquette, PE
PTOE**
Principal
QA/QC

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors
LICENSE NO. PE036635
Robert Preston Jacquette, Jr
6835 Lake Sterling Blvd
- Address 2 -
Flowery Branch GA 30542
Professional Engineer
EXP DATE - 12/31/2024 Status: Active
Issue Date: 12/14/2011

Transportation Professional Certification Board Inc.
certifies that
Robert P. Jacquette Jr.
*has met all of the requirements established by the Certification Board
to use the title of*
PROFESSIONAL TRAFFIC OPERATIONS ENGINEER
*unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 3534 issued in Washington, D.C, U.S.A.*
November 20, 2013

Timothy P. Harpust
Chair

PTOE PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

James W. Pugh
Executive Director

**Randi Quizon,
PE RSP1**
Safety Lead



**Alex
Simmons, PE**
Traffic Operations
Lead



**Robert
Renwick, PE**
Bicycle/Pedestrian
Lead



Sachin Karmarkar, PE PTOE PTP
Planning Lead

LICENSE * REGISTRATION * CERTIFICATION * PERMIT

Maryland
DEPARTMENT OF LABOR

STATE OF MARYLAND
MARYLAND DEPARTMENT OF LABOR

Wes Moore
Governor
Aruna Miller
Lt. Governor
Portia Wu
Secretary

STATE BOARD FOR PROFESSIONAL ENGINEERS
CERTIFIES THAT:
SACHIN G KARMARKAR

IS AN AUTHORIZED: 05 - PROFESSIONAL ENGINEER

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
54335	05-14-2025	N/A	6054220

Signature of Bearer: _____ Secretary: _____

Transportation Professional Certification Board, Inc.
certifies that
Sachin Govind Karmarkar
has met all of the requirements established by the Certification Board to use the title of
Professional Transportation Planner
unless withdrawn by the Certification Board and subject to the provisions for renewal.
Certificate number 607 issued in Washington, DC, U.S.A.
03/27/2019

Diane Morabito
Diane Morabito
Chair

PTP
PROFESSIONAL
TRANSPORTATION
PLANNER

Jeffrey F. Panisci
Jeffrey F. Panisci
Executive Director

Sachin is a Professional Traffic Operations Engineer.
Certificate Number 4835
Expiration of 11/20/2024

