



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
dunwoodyga.gov | 678.382.6700

**MEMORANDUM**

**To:** Mayor and City Council  
**From:** Michael Smith, Public Works Director  
**Date:** October 25, 2021  
**Subject:** **Approval of a Contract with Practical Design Partners for Design of a Shared-Use Path on Peeler Road between Winters Chapel Road and Windwood Hollow Park**

**BACKGROUND**

The city’s transportation plan recommends a shared use path that connects North Peachtree Road to Winters Chapel Road via Peeler Road. Special Purpose Local Option Sales Tax (SPLOST) funding has been included in this year’s budget to design a segment of the path between Winters Chapel Road and Windwood Hollow Park.

The city issued a Request for Proposals (RFP 21-02) to design the shared-use path (<https://www.dunwoodyga.gov/Home/Components/RFP/RFP/21/69> ) and received four proposals. City staff evaluated the proposals based on the qualifications and experience of each firm and the personnel proposed to be assigned to the project. After reviewing qualifications, cost proposals were opened and considered as part of the final ranking of each firm. Based on these evaluations, the highest rated proposal was submitted by Practical Design Partners, LLC (PDP). The table below provides a summary of the proposal scoring.

	<b>Keck &amp; Wood</b>	<b>Lose Design</b>	<b>Mott McDonald</b>	<b>Practical Design Partners</b>
IS	59	64	60	59
MDS	57	65	56	61
Qualifications Total Score	116	129	116	120
Cost Proposal	\$73,000	\$73,500	\$117,000	\$58,400
Cost Score	30	30	0	40
Total Score	146	159	116	160
Final Ranking	<b>3</b>	<b>2</b>	<b>4</b>	<b>1</b>

**BUDGET**

PDP’s proposed design cost of \$58,400 is well below the \$150,000 design budget for this project.

**RECOMMENDED ACTION**

Staff recommends: 1) award of a \$58,400 contract to Practical Design Partners, Inc. for design of a shared-use path on Peeler Road and 2) authorization of a \$6,000 design contingency.

**AGREEMENT BETWEEN THE CITY OF DUNWOODY AND PRACTICAL DESIGN PARTNERS, LLC**

This Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Practical Design Partners, LLC (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

**WITNESSETH:**

**WHEREAS**, Company is engaged in the business of providing the necessary labor, supervision, equipment, materials and supplies necessary for the execution of the work specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

**WHEREAS**, the City of Dunwoody solicited a Request for Proposal (RFP 21-02) Design Peeler Road Shared Use Path project in the City of Dunwoody, Georgia for the Dunwoody Public Works Department for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in a professional and workmanlike manner, the work specified, in conformity with the standards set forth in the RFP 21-02 Design Peeler Road Shared Use Path Agreement and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Dunwoody Public Works Department Director or his representative. The Proposal is referenced, attached and incorporated herein as Exhibit A, and

**WHEREAS**, Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

**1. Services.**

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required Design Peeler Road Shared Use Path project as described in its entirety to the specifications as directed by the Public Works Director or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

## **2. Compensation.**

a. Fee. In consideration for Services, Dunwoody shall pay a not to exceed price of \$85,150.00.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the Services provided under this Agreement.

## **3. Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

## **4. Term**

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the Service as described in the Proposal, but in any event no later than December 31, 2021. If the Service has not been completed by December 31, 2021, this Agreement shall automatically renew for the part of the year necessary to conclude the Service unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written thirty (30) days' notice to Company.

## **5. Termination For Cause and For Convenience.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

## **6. Compensation in Event of Termination.**

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

## **7. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

## **8. Standard of Performance and Compliance with Applicable Laws.**

Company represents that it possesses the skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services

performed at the same time and in the same locality, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement which are in effect at the time of Company's performance thereof. Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

#### **9. Conflicts of Interest.**

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

Notwithstanding the foregoing, Company may perform similar Services for other government sector clients during the term of this Agreement and realize no implications.

#### **10. Proprietary Information**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

#### **11. Insurance.**

Company agrees to indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

**12. Assignment.**

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

**13. Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

City Manager  
Dunwoody City Hall  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338

With copies to:

City Clerk  
Dunwoody City Hall  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338

**If to the Company:**

Practical Design Partners, LLC  
Attn: Mr. Brad Robinson, PE  
PO Box 3111  
Tucker, Georgia 30085

**14. Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**15. Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. Entire Agreement.** This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit A. In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**CITY OF DUNWOODY, GEORGIA**

By: \_\_\_\_\_  
Lynn P. Deutsch

Title: Mayor

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk



Practical Design Partners, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution \_\_\_\_\_

**EXHIBIT "A"**  
**PROPOSAL AND SCOPE OF SERVICES**

## REQUEST FOR PROPOSALS (RFP) 21-02

### DESIGN OF SHARED USE PATH ALONG PEELER ROAD FROM LAKESIDE DRIVE TO WINTERS CHAPEL ROAD

Sealed Proposals for Purchasing RFP 21-02 Design of Shared Use Path along Peeler Road from Lakeside Drive to Winters Chapel Road will be received by the City of Dunwoody, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

This contract shall be for a one year period with an optional one year extension beginning approximately January 1, 2022.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the RFP. The City may, at its sole discretion, ask for formal presentations from all of the responsive and responsible proposers, or only from those firms that are short-listed, if short-listing is determined to be in the best interest of the City. Negotiations may be conducted and may take place in person or via telephone with the most qualified firm as identified by the City or, if short-listing occurs, with all of the short-listed proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

A proposal must be submitted in a sealed envelope which shall be clearly marked with RFP 21-02 and your company name. One (1) printed and signed unbound original, three (3) bound copies, and one (1) electronic copy in PDF of the **proposals shall be submitted no later than 5:00pm, April 16, 2021.** (Proposals will not be submitted by facsimile or e-mail). At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

**Questions regarding proposals should be directed to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) no later than 2:00pm March 31, 2021.** Proposals are legal and binding when submitted.

Mailed proposal must be addressed as follows:

Purchasing Department  
City of Dunwoody  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30338

No Proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer's expense at the City's site) whose proposals appear to best meet the City's requirements.

The proposer awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the Proposal Documents.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.

Award, if made, will be to the responsible and responsive proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) or facsimile to (678) 533-0712. Unauthorized communication by the proposer may disqualify the proposer from consideration.

**RFP 21-02****Design of Shared Use Path along Peeler Road from Lakeside Drive to Winters Chapel Road****1. BACKGROUND**

- 1.1. The City of Dunwoody is seeking cost proposals to design a 12-foot wide shared use path along the northern side of Peeler Road from Lakeside Drive to Winters Chapel Road. The shared use path should be designed based on minimum buffer requirements from the travel way and should meander when necessary to avoid as many utilities as possible.
- 1.2. The project will be 100% locally funded.

**2. GENERAL SCOPE OF WORK**

- 2.1. It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the necessary bid and construction documents to complete the project. The completed project documents must comply with all applicable local, state, and federal environmental laws and regulations.
- 2.2. The design must comply with the latest Americans with Disabilities Act (ADA) requirements
- 2.3. At a minimum, the latest editions and applicable addenda of the following standards shall be utilized for the project:

Georgia Department of Transportation (GDOT) Design Policy Manual  
 Georgia Department of Transportation (GDOT) Standards, Details, and Specifications  
 Applicable AASHTO Standards, Manuals, and Design Guides  
 Manual on Uniform traffic Control Devices (MUTCD)  
 National Association of City Transportation Officials Design Guidelines (NACTO)  
 Georgia Soil and Water Conservation Commission Manual for Erosion and Sediment  
 Control in Georgia  
 City of Dunwoody Development Regulations  
 City of Dunwoody Code of Ordinances

**3. SPECIFIC SCOPE OF SERVICES**

- 3.1. The consultant should provide a proposal to provide a complete set of construction plans and bid documents for this project. The engineering/design items include but are not limited to the following:
  - 3.2.1 Review available data including, City GIS.
  - 3.2.2 Collect survey data needed to design and permit the project including any downstream survey required for the design of the storm water management

system.

- 3.2.3 Provide a preliminary set of plans and preliminary cost estimate for City review.
- 3.2.4 Incorporate City comments and submit a final set of construction plans and final cost estimate.

- 3.2. At the onset of the design, the consultant shall lay out the project based on the described typical section and provide concept level project limits. The consultant and the city will walk the project together to identify any conflicts or alterations to the typical section.
- 3.3. The design shall be prepared by or under the direct supervision of licensed design professionals. A Professional Engineer licensed to practice engineering in the State of Georgia, shall seal the final plans.
- 3.4. Plans shall be prepared to the level of detail and shall contain all necessary information required for the project construction and review and/or approval by the City. These may include, but are not limited to, the following items:
  - Plan, profile, and cross sections that show the edge of pavement, demolition or resetting of existing features, construction of infrastructure, limits of construction, and existing and/or right-of-way limits
  - General Notes
  - Driveway profiles, if applicable
  - Signing and marking plans
  - Lighting Plans
  - Prepare easement and/or right-of-way plans or plats if necessary. This task shall include required property research and any revisions as required during any right of way negotiations for this project.
  - Utility plans including coordination with utility companies regarding existing and proposed utility plans.
  - Erosion and sediment control plans
  - Due to the additional impervious area, the existing drainage networks will need to be analyzed for capacity and gutter spread. This existing system may need to be extended and/or upgraded. In addition, this project is expected to trigger the need for a MS4 feasibility study and potentially the design of water quality structure. Please include a contingency fee for this additional work should it be needed.
  - Special provisions and other specifications as required
  - All other necessary information required for the project construction
  - GDOT plan format is not required.
- 3.5. Projects with over one (1) acre disturbed or more within the City of Dunwoody have to be submitted to the Georgia EPD for Erosion Control plan review and permitting.

- 3.6. Provide support to include answering questions and providing clarifications during the bidding and construction phase.
- 3.7. Upon approval of the Final Design Documents, all original drawings, specifications, CADD files, field notes, computations, etc. shall become the property of the City of Dunwoody. Final design computations shall be neatly and clearly prepared, bound in a booklet format and submitted to the City.

#### **4. SCHEDULE**

- 4.1. Upon selection, the selected consultant shall work with the City to develop a design baseline schedule to determine key dates throughout the design process.

#### **5. EVALUATION**

- 5.1 The received proposals shall be evaluated based on:
  - Project Understanding and Proposed Scope of Work
  - Similar Experience
  - Qualifications of Personnel
  - Schedule
  - Cost

City of Dunwoody  
Policies and Procedures

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Article

CITY OF DUNWOODY

*TRANSPORTATION PROJECT PLAN REVIEW POLICIES  
AND PROCEDURES*



## **I. Purpose and Applicability**

The purpose of this policy is to establish a process for internal plan review for transportation projects undertaken by the City or other agencies acting on its behalf. The policy outlines the procedures and minimum engineering and environmental standards by which the Community Development Department will evaluate transportation projects. The Public Works Department will be primarily responsible for reviewing projects for constructability, alignment with the city's transportation plan and concurrence with the overall goals and purpose of the project. This policy does not apply to projects that involve the creation, addition, or replacement of less than 5,000 square feet of impervious cover, projects funded in part by the Georgia Department of Transportation or pavement resurfacing projects.

## **II. Procedure**

1. During the preliminary design phase of the project, Public Works staff and its consultant will meet with the City Engineer, Arborist and other Community Development staff as necessary to review the project concept and discuss design considerations.
2. Upon completion of the Stormwater Management Report/Hydrology Report, the City Engineer or his designee will review the report and provide written comments within two weeks of submittal. If necessary, the Hydrology Report will be revised and resubmitted to address comments.
3. If other federal and/or state permits are required, these will be obtained prior to submitting final plans to the Community Development Department. If necessary, plans may be submitted for a preliminary review by the city prior to submitting for state and/or federal permits.
4. Once final design and permitting by outside agencies has been completed, one electronic and one full size set of plans will be submitted to the Community Development Department for review.
5. Plans will be reviewed using the attached checklist. Plan review and issuance of written comments will be completed within two weeks of submittal. Public Works and its consultant will address comments as necessary until final written approval is granted by the Community Development Department.
6. Every effort shall be made to reach design consensus that results in projects that are in the best interest of the city. The City Manager will be the final arbiter should a dispute arise related to the design review or interpretation of this policy.
7. The City reserves the right to revise the policies, procedures, and guidelines set forth herein as needed.

## PUBLIC TRANSPORTATION PLAN REQUIREMENTS



4800 Ashford Dunwoody Rd | Dunwoody, GA 30338

The following is a list of the most common requirements for construction plans when preparing to begin a transportation project. Items on this list may not be applicable in all circumstances. There may also be requirements that are not listed here and will be addressed in the review. **You are required to submit this checklist, completed, with all submittals.**

**Final Plans:** Submit 2 Full Size and 2 Half Size (17"x11") hard copies with an electronic copy (.pdf) of both Full and Half Size plans

**Preliminary Plans:** Submit 2 Half Size (17"x11") hard copies with an electronic copy (.pdf) of the Half Size plans

### Construction Plan Requirements:

- Property and right of way boundaries
- Site topography
- Existing improvements (such as roadways, structures, hardscape, utilities, septic tank and field, drainage facilities)
- Existing easements, 25' state waters buffer, 75' stream buffer, floodplain or statements that none exist
- Existing trees ( $\geq 6''$  Diameter at breast height) with a description (Pine, HW, Ornamental, etc.) and trees to be removed (or a statement that there are none)
- Location of tree protection fencing
- Proposed landscaping
- Proposed improvements
- Proposed grading and drainage improvements
- Proposed retaining walls.
- Retaining wall profiles including specifications for reinforcement, concrete, compaction, geogrid, etc. (if applicable)
- Retaining wall calculations including internal, external and global stability
- Drainage profiles
- Utility plan
- Standard details
- Street Lighting Plan (may be combined with Landscape and Tree Protection Plan)
- Total disturbed area in square feet or acres
- Erosion Control Plans
  - o If Disturbed area is  $\geq 1$  acre, submit completed NPDES checklist along with erosion control plans to City of Dunwoody. Consultant must also submit the erosion control plans to Georgia EPD for their review. These independent reviews may be done in parallel.

o If Disturbed area is < 1 acre, the City will review the erosion control plans. Submit completed NPDES checklist along with erosion control plan.

- If disturbed area is  $\geq 5,000$  sq. ft. Engineer's Stormwater Management Report/Hydrology Report, (2 copies + electronic)
- Flood Study (2 copies + electronic, if applicable)
- FEMA Flood Map (most current) shown on plans
- Proposed water quality improvements if over 5,000 square feet of impervious area on new alignment. Provide calculations if applicable. Refer to the City's MS4 Permit.
- Perform a Downstream Hydrologic Analysis. Provide a design that does not result in negative impacts to the downstream system at all outlet(s) to site and each tributary junction to the point(s) in the conveyance system to the 10% point.
- If required, based on the downstream hydrologic analysis, provide Overbank Flood Protection.
- If required, based on the downstream hydrologic analysis, provide Extreme Flood Protection.
- If required, provide Stream Channel Protection by designing 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event. If discharge is released into a closed pipe system, the city engineer may waive this requirement. Provide pre- and post-project velocity and flow calculations at the outfall and ensure that the capacity of the system is adequate.

## 1. PROPOSAL FORMAT

- 1.1. The **cost proposal** should be submitted in a **SEPARATE**, sealed envelope from the technical proposal. Do not include the Cost Proposal Form in the technical proposal. *[Including cost information in your technical proposal may result in your proposal being deemed non-responsive.]* Cost should be indicated as a lump sum not to exceed amount.
- 1.2. The technical proposal should be submitted in a sealed envelope. To aid in thorough and consistent review, the technical proposal shall be submitted on no more than 15, one-sided 8½” x 11” pages in no smaller than 10-pitch font and shall be organized and numbered to correspond to Section I through Section V. Tabs and required forms will not be counted towards the 15 page limit.

SECTION I – Each proposal shall include a Title Page and a Table of Contents. The Title Page should identify the project; the name of the firm, name of the firm’s primary contact, address, telephone number, fax number and email address. The Table of Contents shall contain the sections and corresponding page number for the items listed below. All pages of the proposal must be clearly identified and consecutively numbered and correspond to the Table of Contents. The title page will not count toward the 15 page limit.

SECTION II – Each proposer shall provide with its proposal a summary Project Plan that describes the proposer’s approach to the successful implementation of the proposed services. Each proposer shall submit, in the order below:

- a. An outline of proposed methodology to complete the project including a high level timeline and brief descriptions of the key tasks, key milestones, and key deliverables.
- b. Should the submitter find there to be tasks not included in the above scope that would benefit the city during the design phase of this project, they are encouraged to state these additional tasks within their proposal. Provide the fee for any additional suggested task as well as a brief statement of their benefit and clearly mark these concerns as such within the cost proposal;
- c. State any assumed tasks that will be performed by the City and/or materials to be supplied by the City to ensure a successful project outcome. This item is to include any project responsibility, not yet accounted for in the proposal that the proposer assumes will be addressed by the city.

SECTION III – Each proposer shall provide three case histories of recent similar projects completed by the firm.

SECTION IV – Each proposer shall document its staff, experience and qualifications by providing in its proposal a Staffing Plan describing the manner in which it plans to manage and staff the awarded contract, including the resumes of key and critical personnel, to successfully complete the project objectives on a timely basis and within the agreed upon budget. The Staffing Plan should include, as a minimum, the proposed project manager and key functional and

technical team members and their related roles and shall provide, at a minimum, the following for each team member:

- a. Qualifications, including experience in the proposed project methodology and public sector and/or municipal experience;
- b. Summary of experience, including the number of years of relevant experience, years with the firm and representative project experience with project name, client and date performed;
- c. Other supporting documentation which demonstrates the ability to successfully perform the work;
- d. The intent, if any, to subcontract implementation personnel. Specifically, describe the functions to be subcontracted and the expertise and credentials required from the subcontractor and include the subcontractor's company name;
- e. The proposer's assurance, to the extent possible, that the proposed team members will be available and remain on the project until its completion. Include the availability of replacement team members in the event the proposed team members become unavailable prior to the commencement of or during the project;

SECTION V – Each proposer may, but is not required to, include references, qualifications, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.) They should be clearly marked “Additional Materials” and will not be included with the 15-page maximum guideline for the proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualifications and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) should be provided.

## **2. PART FIVE - EVALUATION OF PROPOSALS**

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, invite to interview and demonstrate performance (at proposer's expense at the City's site) one or more of the proposers whose proposals appear to best meet the City's requirements. The purpose of such an interview would be for all proposers to elaborate upon their proposal before a recommendation for ranking of the proposals is made. Interview responses, and performance, along with the written proposal and samples (if any), will become part of proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

- 5.1 The City, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

- 5.1.1 Project Understanding and Approach: Describe the consultant's understanding of the proposed project as described in the Request for Proposals. Demonstrate an

understanding of the magnitude of the task, the constraints and the desired outcomes for the project.

- 5.1.2 Scope of Work: Include sufficient detail to determine how each task shall be accomplished. The work plan will describe how the consultant proposes to complete the project. The work plan must be sufficiently detailed for staff to determine the effectiveness of the proposal and should spell out how this work can be performed in a cost effective manner.
  - 5.1.3 Schedule: Include a schedule for timely completion of the scope of work. Include information on the amount of time for each task.
  - 5.1.4 Project Personnel: Provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and in fields necessary to complete this proposed work.
  - 5.1.5 Similar Experience: List and describe your firm's projects worked on in the past five years that best match the scope and design of this project. Identify unique constraints or challenges associated with those projects and how you addressed those in order to deliver a successful project. The City may request samples of comparable work during the proposal review process.
  - 5.1.6 Pricing: After consideration of the above criteria, the value of each proposal will be compared against the other qualified proposals. The City is more interested in obtaining proposals that provide good value, demonstrate an understanding of the city's needs and provide a scope that meets or exceeds the requirements of this RFP than proposals that have scopes tailored to fit within the stated budget
- 5.2 The evaluation criteria do not have a predetermined relative weight. The consideration of individual criterion is merely a tool to assist the City in determining which Proposal is most advantageous, as a whole, to the City, price and other factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the City.

## PROPOSAL FORM

### **RFP 21-02 Design of Shared Use Path along Peeler Road from Lakeside Drive to Winters Chapel Road**

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at [http://dunwoodyga.gov/index.php?section=for\\_businesses\\_doing\\_business\\_with\\_the\\_city\\_procurement\\_opportunities](http://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities)) and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 21-02 Design of Shared Use Path along Peeler Road from Lakeside Drive to Winters Chapel Road for PW, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Solicitation Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It shall be the responsibility of each Proposer to visit the City Purchasing Department’s website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Company Name: \_\_\_\_\_

Work is to commence on or about June 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City’s termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The Proposer agrees to provide all work described in this document.

Legal Business Name \_\_\_\_\_



Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Does your company currently have a location within the City of Dunwoody? Yes \_\_\_ No \_\_\_

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

## GENERAL CONDITIONS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document or not relevant to the particular type of good or service.

### 1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

### 2. REGULATIONS

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

### 3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

### 4. CONTRACTOR'S PERSONNEL

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractors' employees shall wear (when appropriate) neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Specification.
- 4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
- 4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
- 4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

**5. ITEMS PROVIDED BY THE CITY**

- 5.1 Work Location. It shall be the sole responsibility of the Contractor to provide for project team work locations.
- 5.2 Uninterruptible Power Supply (UPS). It shall be the sole responsibility of the Contractor to provide for project team all necessary UPS.
- 5.3 Printers. It shall be the sole responsibility of the Contractor to provide for project team all necessary printers.
- 5.4 Office Space. It shall be the sole responsibility of the Contractor to provide for project team all necessary office space.
- 5.5 Utility Services. It shall be the sole responsibility of the Contractor to provide for project team all necessary utility services.
- 5.6 Employee Parking. It shall be the sole responsibility of the Contractor to provide for project team all necessary parking.

**6. TOOLS AND EQUIPMENT**

It shall be the sole responsibility of the Contractor to provide for project team all tools, parts and equipment necessary to perform work under this Contract.

**7. PERFORMANCE REQUIREMENTS**

- 7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 7.2 The Contractor's personnel shall perform work in a neat and professional manner, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- 7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative.
- 7.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- 7.6 The Contractor will make a reasonable effort to reply to e-mails and phone calls from City personnel within 1 business day. When a response is anticipated to take more than 1 business day to prepare, the Contractor will acknowledge the request immediately and provide an estimated time to deliver the complete response. In addition, the contractor shall make every reasonable effort to respond to formal written communication from the City within 3 business days of receipt.

**8. CONFIDENTIAL INFORMATION**

- 8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.

- 8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- 8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

**9. USE OF PREMISES**

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

**10. SAFETY AND PROTECTION**

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

**11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES**

- 11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due

amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

- 11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 4800 Ashford Dunwoody Road, Dunwoody, GA 30338.

## **12. COMPLIANCE WITH LAWS AND REGULATIONS**

- 12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of the Official Code of Georgia Annotated and relevant State Rules and Regulations.

## **13. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

## **14. INDEMNIFICATION AND INSURANCE**

- 14.1 The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City

- agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.
- 14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

- 14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

14.7.4 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.



14.7.5 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 15.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

**15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE**

- 15.1 A surety Bond/Letter of Credit is required for this Contract.
- 15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

**16. CONTRACT ADJUSTMENTS**

- 16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

- 16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

## 17. SUBCONTRACTORS

- 17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- 17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

## 18. DEFAULT AND TERMINATION

- 18.1 In the event that:
- 18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
  - 18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
  - 18.1.3 the Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
  - 18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

- 18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 18.1.7 There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
- 18.1.8 The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.
- 18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed

hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the vent of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

**19. CITY'S AUTHORIZED REPRESENTATIVE**

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative and an Assistant Representative designated to serve in that capacity in the absence of the CITY'S AUTHORIZED REPRESENTATIVE, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CITY'S AUTHORIZED REPRESENTATIVE have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

**20. ASSIGNMENT**

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

**21. NOTICES**

21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

21.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA  
 ATTN: City Manager  
 4800 Ashford Dunwoody Road  
 Dunwoody, GA 30338

21.3 Either party may change its notice address by written notice to the other given as provided in this section.

## 22. NONDISCRIMINATION

22.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

22.1.1 Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

22.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in

addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

**23. COPYING DOCUMENTS**

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

**24. GENERAL PROVISIONS**

- 24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.
- 24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 24.6 The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 24.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 24.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 24.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 24.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 24.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.
- 24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by

the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

- 24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 24.16 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the



Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

24.17 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

24.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.

24.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.

24.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

24.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

24.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.

24.23 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

24.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

24.25 Contractor must adhere to the City's Travel Policy.

\* \* \* \* \* END OF GENERAL CONDITIONS \* \* \* \* \*



#9..



Photos of previous shared use path projects managed and designed by PDP staff

TITLE PAGE  
 CITY OF DUNWOODY  
**REQUEST FOR PROPOSAL (RFP) 21-02**  
 DESIGN OF SHARED USE PATH ALONG PEELER ROAD  
 FROM LAKESIDE DRIVE TO WINTERS CHAPEL ROAD  
 April 16, 2021

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# SECTION 1

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# SECTION II

## Project Plan



### A. OUTLINE OF PROPOSED METHODOLOGY

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The shared use path installation along Peeler Road will provide connectivity from Windwood Hollow Park and the residential neighborhood along Lakeside Drive to the existing shared use path in front of the Shell gas station at the intersection with Winters Chapel Road. In preparation of this proposal, Practical Design Partners (PDP) staff visited the site to identify potential risks and design challenges. We believe this outline of our project plan shows a thorough understanding of the project's requirements and how PDP will successfully deliver this project to the City of Dunwoody.

#### Project Management

The success of any project is dependent on effective project management. As your project manager, Brad Robinson will serve as the county's primary point of contact. Brad has 16 years of experience in transportation engineering and has served as the project manager on a variety of projects for local municipalities, including 24 sidewalk/shared use path projects, 7 of which have been for the City of Dunwoody. Brad treats each client uniquely, by understanding their individual needs and preferences, and this leads to successful communication throughout the project's life cycle. Brad has shown his ability to regularly communicate with the city and keep them aware of the progress of projects and any design challenges as they arise.

#### Concept Development

PDP will complete a conceptual layout that will identify the project's challenges and the solutions that will be implemented during the design phase. The layout will also help to determine the project's construction budget.

PDP has completed many of these conceptual layouts for the city in the past and utilized the city's GIS for the latest aerial photography, existing right-of-way (ROW) and property lines, property owners, storm drain infrastructure, existing contours, and water and sewer locations. From our site visit, PDP will supplement this information by locating power poles, utility markers/cabinets, potential drainage issues and any other information that seems to be impactful to this project.

Once the conceptual information is pulled together, PDP will complete a conceptual layout identifying the shared use path location that is least impactful to existing facilities and private property. According to GDOT's Pedestrian and Streetscape Guide, for roadways with a 35 mph or greater speed limit, a five-foot separation should be provided between through lanes and the shared use path. A two-foot buffer between fixed objects (poles, trees, etc.) is also desirable. PDP will utilize these offsets where it is practical to do so in order to eliminate the need for a physical barrier. However, PDP understands that the additional cost of barrier can offset the cost and schedule impacts from needing to relocate existing utilities or requiring easement from private property.

Curb and gutter is absent along the majority of Peeler Road. The installation of curb would provide a barrier between the shared use path and the traveling roadway; however, curbing is not required for shared use paths. PDP will evaluate the benefits and costs of adding curb and gutter along Peeler Road and coordinate this decision with the city. Based upon our site visit, the path could simply be installed at the back of existing ROW without requiring easement in most locations and not requiring the installation of curb and gutter.

At the intersection with Lakeside Drive, PDP will propose tying into the existing sidewalk ramps, avoiding impacts to the power poles and utilities in the area. The shared use path would quickly widen out to the desired twelve feet and maintain this width through the limits of the project. Along Peeler Road, PDP will meander the path around other utility poles, cabinets and specimen trees where feasible to do so.

A new sign for Windwood Hollow Park has been installed just to the east of Lakeside Drive. PDP measured this sign to be 19' from the travel lane, providing just enough room for the path and required offsets. We would also recommend extending the curb and gutter from the intersection just beyond the sign to address some of the drainage issues in this area.



NEW SIGN AT LAKESIDE DRIVE

In the northeast quadrant of the intersection, there is an existing detention facility on the Windwood Hollow Park property. This property is already owned by the City of Dunwoody, and modifying the existing detention facility may be an excellent opportunity to provide additional water quality and detention treatment that offsets the additional impervious area proposed under this project. The detention facility consists of a baffled inlet providing underground storage and a perforated outlet control structure (OCS). PDP would investigate options to modify the OCS and excavate additional storage area.



EXISTING BAFFLED INLET

The existing ROW along the Four Oaks subdivision is approximately 40' from the edge of pavement. This is an ideal location to maintain the rural shoulder and construct the path at the back of existing ROW. Doing so would avoid the power poles and fire hydrants in the area and provide a larger buffer between the trail and the path. Some trees can be saved and drop inlets proposed to tie the existing storm drain systems together. At the subdivision entrance, the path will be proposed in front of the subdivision signs, still providing an approximate 15' tree-lined buffer to the turn lanes.



LOCATION FOR PATH BEHIND UTILITIES

After the Four Oaks subdivision frontage, the topography flattens out in front of three more residential properties. The path through this area would either require relocating power poles to remain within existing ROW or it would require additional ROW and easements for the trail to meander behind the poles. PDP will coordinate with the city for the desired solution.



TIGHT ROW AT 3026 PEELER ROAD

The path will then cross Glaze Drive where existing curb and gutter and sidewalk is present. PDP has experience widening existing sidewalks to accommodate a shared use path. The joint through the center of the sidewalk is not aesthetically appealing, however, this option can save significant cost of having to remove the existing sidewalk in order to install the wider, shared-use path. PDP will investigate this option for the remainder of the project. There appears to be adequate room for the trail in front of the AutoZone sign and wider ramps will be proposed across the driveway.

During the concept development, PDP will also complete a drainage layout, identifying where the proposed storm drain system will tie into the existing systems. Conceptual spacing of inlets will be identified in addition to the route of storm-drain facilities. Easement will be shown for storm drain facilities outside of existing ROW, including outlet protection.

The **Conceptual Layout** will be provided to the city in PDF format for review. PDP will meet with city staff on-site to review the proposed improvements and address any revisions that are needed.

### Survey Database

Upon approval of the concept layout, the PDP Team will move forward with completion of the survey database. Our teaming partner, Platinum Geomatics, has completed the survey database for PDP's sidewalk project along Vermack Road and is currently working on the Dunwoody Road database for the city of Dunwoody. Because they are already working in the area, they are able to mobilize quickly and effectively to complete the survey database.

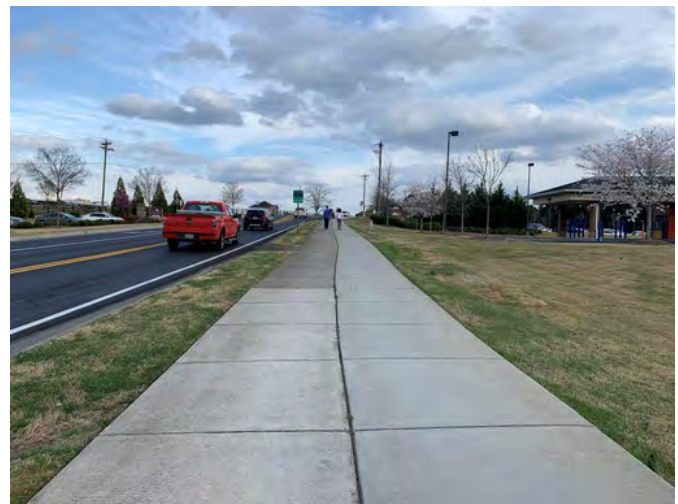
The survey database will include the entire roadway width and to the northern ROW of Peeler Road, in addition to any areas that the concept identifies as potentially needing additional ROW or easement. Existing drainage systems impacted by the project will be surveyed to the outfall, so that PDP can evaluate the system's capacity and increase pipe sizing if needed. The two downstream detention facilities at each end of the project will also be surveyed so that modifications can be made if needed to offset the quantity of storm water runoff.

The **Survey Database** will be delivered in OpenRoads format, consistent with GDOT's current requirements. In addition to the standard topography, property information and surface evident utilities, existing trees and landscaping will be located as well as any existing drainage easements.

### Design

Once the survey database is completed, PDP will progress immediately into the design phase. The layout will be updated from the aerial to the survey database. Cross-sections will be completed to finalize construction limits. To minimize impacts, sidewalk will slope away from the roadway in fill sections. If retaining walls are required, wall envelopes will be developed to determine wall heights and lengths. Turn-down and turn-up walls will be proposed for the short heights anticipated on this project.

PDP will coordinate with utility owners to evaluate the design and any impacts to their facilities. Utility relocations will be requested from the utility owners, as needed, and incorporated into the



**SIDEWALK WIDENED BY PDP STAFF**



**TURN-UP WALL DESIGNED BY PDP STAFF**

plans. During the design phase, Key Engineering Group will complete a lighting plan for the proposed improvements that provide effective pedestrian lighting along the path. As recommended by GDOT, the lighting plan will follow the AASHTO Roadway Lighting Design Guide as well as the IES Lighting Handbook and will be coordinated with Georgia Power for power supply.

Gutter spreads and storm drain systems will be evaluated and structures placed accordingly. Where existing drainage systems are utilized, the existing system will be evaluated to ensure capacity. Where the existing systems do not have capacity, PDP will evaluate potential detention locations or upsizing the system where feasible. Drainage profiles will be completed, with vertical locations coordinated to minimize utility conflicts. Recessed boxes and drop inlets will be used for catch basins to work around longitudinal utilities.



**RECESSED BOX TO AVOID AGL - DESIGNED BY PDP STAFF**

The project is anticipated to have over an acre of disturbed area, therefore, full NPDES compliant plans will be required, in addition to a Stormwater Management Report/Hydrology Report. The stormwater report will evaluate the additional impervious area on the project and the feasibility of water quality improvements or detention facilities to offset the additional flows. Potential BMPs may include modifications to the existing detention ponds to provide additional capacity, underground detention to offset flows and pipe velocities, enhanced swales, or bioretention basins.

**Preliminary Plans** and a preliminary cost estimate will be provided to the city for review. Once comments are received, PDP will address and respond to all comments. PDP will then complete **Right-of-Way Plans** for any required ROW and easements. ROW data tables will be provided with the plans and deed reports from OpenRoads will be provided to the city.

PDP will submit **Final Plans** to the city for final review. Changes to the design as a result of ROW negotiations will be incorporated and a final, sealed set of plans provided to the city for construction bidding. PDP will remain available during the bidding process to answer questions and provide clarification where needed.

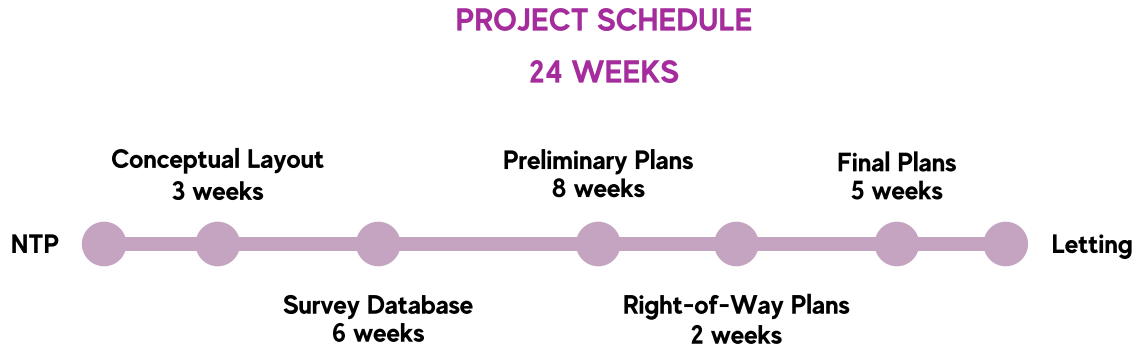
### Quality Control

Quality must be built into the life cycle of every project as a process that is scalable and customizable for each specific project based on the risks involved. Quality is imperative given the technical nature of transportation engineering. PDP is building our practice with the goal of being a respected firm known for our superior customer service and the quality plans that we produce. It is our goal to prepare plans that provide constructable, detailed design, resulting in accurate construction bids with minimal revisions and questions during construction.

Quality begins at the scoping phase, ensuring that all team members understand the requirements and challenges of the project in order to develop an accurate scope. With this proposal, PDP has developed the scope, fee and schedule that we believe best meets the city's intent of the project. Our first step upon award will be to meet with city staff to review the scope and project plan proposed for this contract. Having consensus of the project plan will not only be the first step to ensuring quality, it will also help to avoid unnecessary change orders throughout the project. PDP does not anticipate any change orders on this contract and would only request change orders with major changes to the project scope or approach. For transparency, all assumptions are provided with the fee proposal.

Throughout the project life cycle, Brad will manage the PDP Team by monitoring the project's scope, ensuring that work is progressing on schedule and that quality control is maintained. Brad will personally review subconsultants' deliverables for completeness prior to submitting to the county.

Brad and Angela also review each other's work consistently and complete an independent quality control review for each milestone set of plans. As each design task is completed, the engineer that prepared the documents will perform their own review of their work. The completed documents will then undergo an independent quality control review by an independent party. Comments will be provided back to the engineer for revisions or responses to each comment. Once comments are addressed, the independent reviewer will backcheck that each has been satisfactorily responded to. This process is repeated until both parties approve of the deliverable. The process is documented with signatures and dates from both the engineer and the independent reviewer at each step of the review.



\*The duration of each task begins upon city approval of the previous milestone deliverable.

## B. ADDITIONAL SCOPE ITEMS

PDP has identified two additional tasks not included in our base fee for services that we believe would be advantageous to this project:

### SUE Quality Level "B"

Preliminary records research indicates the presence of at least 16 different utilities located within the project limits. If included, Platinum Geomatics's staff will designate the detectable underground utilities utilizing geophysical methods and will identify each utility with a specific color paint to indicate the type and location of each detected underground utility. These markings will then be surveyed simultaneous to the other survey tasks. Quality Level "B" SUE will accurately depict the horizontal locations of existing utilities. This information will allow PDP to more accurately determine if utility conflicts exist with underground utilities. If included in the contract, PDP requests an additional two weeks to be added to the survey database phase. A contingency fee is provided in the fee proposal for this work.

### Environmental Screening Delineations

The proposed shared use path location does not appear to include any facilities that could be considered state waters. However, several of the existing storm drain outlets do seem to outfall into streams based on the city's GIS. Since some of these storm drain systems may require upsizing or modifications, PDP would recommend that the city include environmental screening and delineations during the concept phase.

Corblu Ecology Group will delineate any streams, wetlands and tributary systems within the survey area. Perennial and intermittent streams, as well as in-line ponds that possess a line of wretched vegetation, will be considered state waters that require a 25-foot protected vegetated buffer. Following the field efforts, a brief letter report will be prepared describing the extent of jurisdictional waters identified.



If included, PDP would request an additional two weeks to be added to the concept development phase for Corblu Ecology Group to complete this task. A contingency fee is provided in the fee proposal for this work.

**C. TASKS PROVIDED BY THE CITY**

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For the successful and expedited delivery of this project, PDP requests the following information from the City of Dunwoody:

- Review and comment for each milestone submittal to the city.
- A list of utility contacts within the project area for PDP to coordinate with.
- As-built information for detention and storm drain facilities impacted by the project.

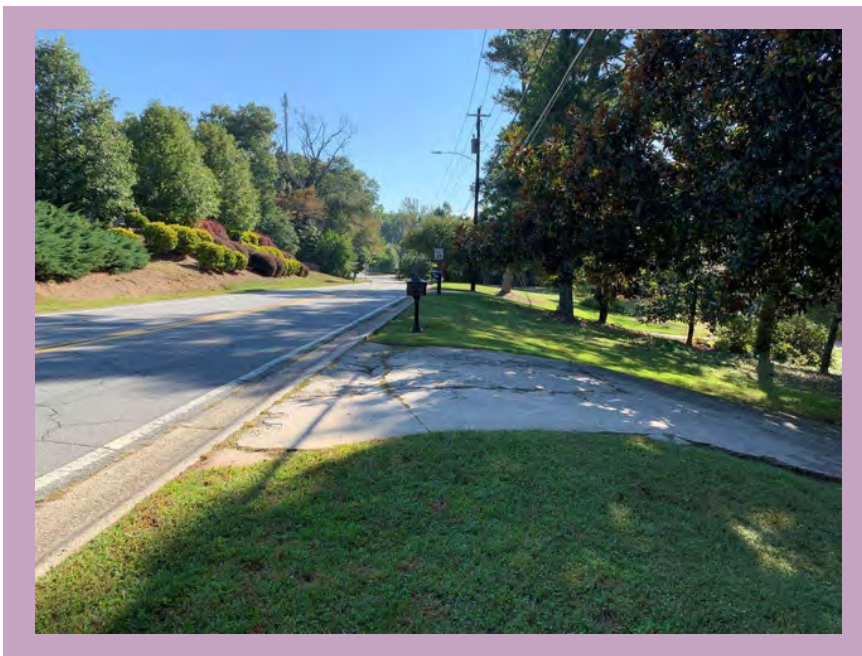
# SECTION III

## Case Histories

Since founding PDP in August of 2020, Angela and Brad have been awarded three similar projects by the City of Dunwoody. Though sidewalk projects, they are very similar in scope as the Peeler Road shared use path and showcase PDP's ability to deliver sidewalk and trail improvement projects efficiently and effectively.

### CITY OF DUNWOODY

#### MOUNT VERNON PLACE SIDEWALK INSTALLATION



The Mount Vernon Place Sidewalk Installation project connects the existing sidewalk from the Falkirk subdivision to the planned sidewalk on Mt. Vernon Road. PDP meandered the six-foot sidewalk to avoid impacts to trees, landscaping and utilities in order to minimize construction costs and schedule. Rolled curb and gutter was installed along sections of the project to match existing and minimize the amount of driveway reconstruction necessary. Proposed drainage was designed to avoid the need to relocate an existing power pole and a GDOT standard gravity wall was placed along the existing right-of-way line to minimize the amount of easement required. PDP was able to expedite the project schedule with design milestones completed ahead of their 2-week schedules.

Dates of Service: October 2020 to February 2021

Design Fee: \$11,500

Construction Estimate: \$162K

### CITY OF DUNWOODY DUNWOODY ROAD SIDEWALK INSTALLATION



Dates of Service: February 2021 to Current

Design Fee: \$48,750

Construction Estimate: \$415K

The Dunwoody Road Sidewalk Installation project connects the existing sidewalk within the Oakpoint subdivision to the city limit line along Dunwoody Road, via Chamblee Dunwoody Road. Two alternatives were provided to the city, which evaluated the pros and cons of installing the sidewalk along the north and south sides of Dunwoody Road. PDP utilized the city's GIS contours to develop a terrain model and cross-sections to determine approximate impacts to residential properties and a stream buffer. The alternatives evaluated potential storm drain routes for each side of the roadway. Sidewalk turn-down and turn-up wall locations were identified as well as a six-foot tall gravity wall in the area of the stream to eliminate stream impacts. The sidewalk meandered around existing power poles and offset storm drain boxes were proposed to minimize underground gas and sewer lines.

### CITY OF DUNWOODY VERMACK ROAD SIDEWALK INSTALLATION



Dates of Service: February 2021 to Current

Design Fee: \$49,900

Construction Estimate: \$481K

The Vermack Road Sidewalk Installation project connects the existing sidewalk just north of the Vermack Road Swim and Tennis Club to existing sidewalk at Womack Road. The sidewalk alternatives meander the sidewalk around existing landscaping and power poles while minimizing the need for easement from residential properties. The first alternative installs sidewalk on the west side of Vermack Road, while the second alternative also includes widening Vermack Road for the installation of bike lanes and replacing the sidewalk on the east side. To evaluate drainage issues along the corridor, the survey database was completed in advance of the conceptual layout. PDP evaluated the existing profile of the gutter line throughout the project and identified multiple low points caused by old driveway aprons, gutters that had been filled in by residents, broken/damaged gutter sections and flat longitudinal grades. PDP made recommendations to the city to correct these issues during the design phase of the project.

# SECTION IV

## Staffing Plan



### TEAM INTRODUCTION

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**Practical Design Partners LLC (PDP)** was incorporated in Georgia in 2020 and began operations on August 3, 2020. Our founders have strong reputations as leaders in the transportation engineering community and are trusted partners to our clients. They decided to start their own engineering firm to be able to focus more on delivering the exceptional services that their clients have grown to expect from them. Our founders' experience includes transportation consulting for Georgia Department of Transportation, cities, counties, Community Improvement Districts (CIDs) and private retail/commercial developments. The types of projects range from small sidewalk installations, drainage analysis and intersection improvements to major roadway widenings, new location roadways and interchange reconstructions.

The founders of PDP, Angela Snyder, PE and Brad Robinson, PE, have over 30 years of combined experience working with GDOT and local municipalities and have completed 27 sidewalk/multi-use path installation projects, in addition to the other corridor and intersection improvements projects that also included pedestrian accommodations. Through the successful delivery of these projects, they were able to build trusting partnerships with their clients and immeasurable experience working on local contracts. Angela and Brad approach each local client with the understanding that they are unique and have their own specific challenges and priorities. They work to understand those priorities to find meaningful and practical solutions to each project.

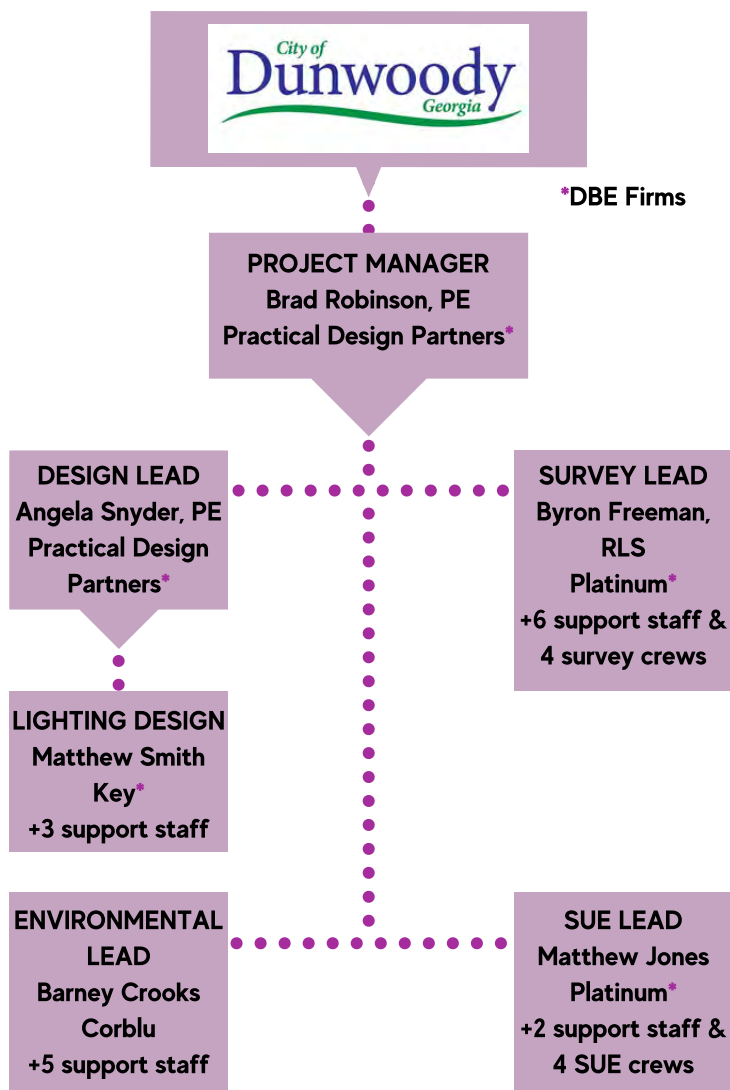
Included in the PDP Team are: Platinum Geomatics for survey and SUE services, Key Engineering Group for lighting design, and Corblu Ecology Group for environmental screening and delineations.

**Platinum Geomatics, LLC** was founded in February 2016 by three long-time colleagues who previously worked for a large, national geospatial services firm located in Metro Atlanta. Platinum Geomatics' foundation is based on three basic principles: Client Focus, Quality Professional Service and a Commitment to Technology. Platinum's core functions consist of aerial mapping, land surveying, Subsurface Utility Engineering (SUE) and Utility Coordination. Their commitment to technology ensures each of these functions are implemented as efficiently and effectively as possible. Their aerial photogrammetry experience is extensive, utilizing the use of airborne LiDAR sensors from rotary wing, fixed wing and UAV/UAS drone platforms. Their land surveying capabilities also employ the use of LiDAR technology, from terrestrial (tripod) and mobile based sensors. The extensive use of technology continues into their SUE practice by applying the latest in state-of-the-art sensors and equipment, to include Ground Penetrating Radar (GPR) technology.

**KEY Engineering Group, Inc. (KEY)** is an electrical engineering DBE firm based in Hapeville, GA with a branch office in Columbia, SC. They offer professional engineering services including facilities engineering, power quality analysis, and construction quality control services. They specialize in roadway lighting design and aviation electrical engineering. KEY has designed many outdoor lighting systems since the inception of the company in 2004. KEY staff has practical application in design and construction oversight expertise in the areas of parking lot lighting systems, roadway lighting systems, bridge lighting systems, security systems, and Energy Code analysis. KEY utilizes AGI32 software to perform photometric calculations for lighting systems. KEY performs shop drawing reviews as well as making site observations during the construction phase. Project types include roadway lighting systems, high mast lighting system, bridge lighting systems, bridge navigational lighting system, parking lot lighting systems, power distribution equipment and back-up generator systems. KEY employees have performed electrical designs and construction phase services on SCDOT and GDOT projects.

**Corblu Ecology Group, LLC** is a regionally recognized environmental consulting firm specializing in traditional environmental consulting services, mitigation and conservation banking, ecosystem restoration, and the development of emerging environmental markets. Their mission is to provide the highest level of service to their clients with integrity, continue to raise the industry standard for their profession, and the relentless pursuit of innovative and creative solutions that benefit the natural

environment. They are a small and strategically located environmental consulting firm that is comprised of a diverse group of professionals which bring all the necessary expertise together to provide outstanding services in a timely and cost effective manner for a wide variety of clientele and project types. These services are performed in support of traditional environmental consulting practices such as stream and wetland delineation, stream and wetland restoration, water quality testing and analysis, fish and macroinvertebrate sampling, amphibian surveys, vegetation surveys, water resource planning, and natural resource management. Results are provided in a responsive and comprehensive manner with detailed knowledge of current environmental regulations and the technical abilities needed to provide ecosystem restoration services throughout the southeastern United States.



## AVAILABILITY

As a new company, PDP staff is significantly available for this contract. Brad will always be accessible to communicate with city staff at their convenience, whether in person at the city, on-site, by email or phone. Angela, serving as the lead roadway engineer, will also be dedicated to the roadway design tasks through the life of the project. We pride ourselves in responsiveness, immediately responding to phone calls and emails, and never letting correspondence go unanswered for more than 24 hours.

Angela and Brad also share the same skillset. If for some unforeseen circumstance prohibits one of them from completing a task on this project, the other can equally and effectively complete that task, whether consisting of management or design capabilities. However, it is PDP's intention for Brad, Angela, and the other team members to remain available and perform on the project until it is completed. The following chart for the PDP Team illustrates the average availability of our key team members starting June 1, 2021 and continuing through the proposed schedule:

Company	Person	Project Role	Availability	Backup Personnel
PDP	Brad Robinson, PE	Project Manager	85%	Angela Snyder, PE
	Angela Snyder, PE	Design Lead	85%	Brad Robinson, PE
Platinum	Byron Freeman, RLS	Survey Lead	70%	Junior Tunnell, PLS
	Matthew Jones	SUE Lead	70%	John Reynolds
Key	Matthew Smith, PE	Lighting Design	40%	Mosunmola Solebo, EIT
Corblu	Barney Crooks	Environmental Lead	50%	Trevor Caldwell

RESUMES OF KEY RESOURCES



**Brad Robinson, PE**  
PROJECT MANAGER

**EDUCATION**

BSCE | 2005 | Georgia Institute of Technology  
Graduate | 2012 | ACEC Future Leaders

**PROFESSIONAL REGISTRATIONS**

PE | Georgia | #035109  
PE | Alabama | #37471-E  
GSWCC | Level II | #56104

**PROFESSIONAL AFFILIATIONS**

ASHE | American Society of Highway Engineers  
ACEC | American Council of Engineering Companies Georgia

**EXPERIENCE**

Years with Firm: 1

**WHY BRAD?**

- Has completed 24 sidewalk/path projects, including 7 for the City of Dunwoody
- Available
- Accountable and responsive

Brad will serve as the primary point of contact for the City of Dunwoody on this contract. He is a trusted project manager in the engineering community, with 16 years of experience working with GDOT and municipalities in Georgia. Through his prior work with the city on seven sidewalk/path projects, he has developed relationships with city staff based on his responsiveness and practical approach. Brad is accountable for his team and delivering on his commitments and looks forward to continuing to serve as the city's advocate.

**City of Dunwoody Projects, DeKalb County, GA**

Brad's prior experience in the City of Dunwoody includes the management and design of several multi-modal projects including:

- Vermack Road Sidewalk Installation (2021)
- Dunwoody Road Sidewalk Installation (2021)
- Mt. Vernon Place Sidewalk Installation (2021)
- Ashford Dunwoody Road Trail and Cycle Track (2020)
- Tilly Mill Road Sidewalk and Bike Lane Installation (2015)
- Mt. Vernon Road Sidewalk Installation (2015)
- Chamblee Dunwoody Road Bike and Pedestrian Improvements (2014)

**Forsyth County Batch Sidewalks, Forsyth County, GA (2015-2018)**

Project Manager responsible for the concept, database, preliminary, right-of-way and final plans for sixteen miles of sidewalk/trail at twelve locations throughout Forsyth County. Each location was designed to minimize impacts to properties, utilities and environmental resources while providing connectivity to residential neighborhoods, schools, parks and commercial developments. Some locations included multi-use trail design, and mid-block crossings were also provided to access destinations that were not near an intersection. Each project was funded by Forsyth County's SPLOST program. Locations included:

Audreys Way	Majors Road East	Samples Road
Echols Road	Majors Road West	Sanders Road
James Burgess Road	Nichols Drive	Trammel Road
James Road	Nichols Road	Nuckolls Road

**GRAVES ROAD AT MCDONOUGH DRIVE, GWINNETT COUNTY, GA (2016)**

Project Manager responsible for the concept, preliminary, right of way and final plans to provide vehicular and pedestrian access to the proposed Meadow Creek Elementary School. The driveway intersects Graves Road opposite of McDonough Road and was designed to include a traffic signal and turn lane improvements. Gwinnett Stormwater requirements were met, including preparation of a hydrology report and analysis of an existing and proposed detention pond. Four retaining walls were designed to minimize right-of-way and stream impacts. The project also included sidewalk improvements for approximately 2,800 LF of Graves Road and reconstruction of Osborne Drive to accommodate a secondary school entrance. Extensive coordination with the school's engineers and utility companies was completed to ensure minimization of impacts. The project had a six-month schedule to facilitate a 2015 school opening.



# Angela Snyder, PE

## ROADWAY DESIGN LEAD

### EDUCATION

BSCE | 2004 | Georgia Institute of Technology Graduate | 2010 | ACEC Future Leaders

### PROFESSIONAL REGISTRATIONS

PE | Georgia | #034691  
GSWCC | Level II | #0000054476

### PROFESSIONAL AFFILIATIONS

ASHE | American Society of Highway Engineers  
WTS | Women's Transportation Seminar  
ACEC | American Council of Engineering Companies Georgia

### EXPERIENCE

Year with Firm: 1

### WHY ANGELA?

- Has completed many projects for local municipalities including multiple sidewalk projects
- Thorough understanding of ADA and PROWAG requirements
- Available
- Quality-focused engineer

Angela has over 17 years of experience working with many local municipalities and GDOT spanning all types of transportation projects including bicycle and pedestrian accommodations, intersection improvements, roundabouts, roadway widenings and new locations, drainage improvements and interchanges. Angela is proficient with designing to AASHTO, MUTCD and GDOT policies.

#### SR 120 at Hurricane Shoals, Gwinnett County, GA (2020)

Project Manager responsible for concept, survey database, public involvement, traffic studies/design, drainage and MS4, preliminary, right-of-way and final design plans for this locally let, federally funded safety and operational improvements project. A raised narrow median was proposed on SR 120 to limit access, and sidewalks were installed to connect intermittent gaps of it along the corridor. The project followed GDOT's Plan Development Process and utilized a design to budget approach in order to meet a set benefit cost ratio needed to secure federal funding.

#### 15th Street Pedestrian Improvements, Augusta-Richmond County, GA (2019)

Project Manager for this streetscape project in the heart of downtown Augusta. Angela was responsible for the concept, survey, subsurface utility engineering (SUE), preliminary, right-of-way and final plans for this urban project. A "lane diet" approach was used including raised medians for pedestrian refuge and access control. Sidewalks, bike lanes and multi-use trails were installed to complete a pedestrian and bicycle network through the corridor to better accommodate Paine College, Augusta University, and many other commercial properties along this roadway. This locally procured and locally let project was funded by the Transportation Investment Act (TIA) which required a design-to-budget approach, GDOT oversight and an aggressive 12-month schedule from concept to final plans.

#### Willis Foreman Road, Augusta-Richmond County, GA (2020)

Project Manager responsible for the survey database, environmental documentation, traffic analysis, bridge design, landscape architecture, lighting design, pavement evaluations, public involvement, preliminary, right-of-way and final design plans for the widening of Willis Foreman Road from Deans Bridge Road to Peach Orchard Road, for a total of 6 miles, including pedestrian upgrades. Sections of existing sidewalk were sprinkled throughout the corridor and this project provided the necessary connectivity and ADA compliant upgrades for it including improvements to the driveways and crosswalks to the school and regional park located there. The project was needed due to the expansion of Fort Gordon whose entrance was at the western end of the project. This project was locally let, federally funded and included the full GDOT Plan Development Process and extensive public involvement.

#### Live Oak Pedestrian Improvements, City of Savannah, GA (2019)

Project Manager responsible for preliminary and final plans for this 0.25-mile sidewalk installation including curb and gutter and drainage improvements to improve mobility while minimizing property impacts. The project followed the City of Savannah's standards for roll back curb and special driveway details that had to be employed due to the extremely flat terrain of the project.



## SURVEY LEAD

### Byron Freeman, RLS



#### EDUCATION:

Surveying Certificate, Middle Georgia College, 2005

#### REGISTRATION:

Registered Land Surveyor,  
Georgia #3184  
Tennessee #3074

#### YEARS WITH THE FIRM:

5 years

Byron brings more than 20 years Professional Land Surveyor experience in civil engineering, utilities, and transportation infrastructure projects. His experience with GDOT surveying began in the field where he worked his way from instrument operator to crew chief. As crew chief, in addition to his transportation experience, gained experience in electric transmission utility route surveys where he eventually moved into the office as a CADD Tech. He has experience in all facets of surveying to include proficiency in Trimble Business Center, MicroStation, AutoCAD, Carlson and TopoDOT. He has managed large programs, having served as the Program Manager for a large, statewide survey contract for a major utility as well as his direct experience with GDOT's large programmatic work to include MMIP. He will maintain



the team's commitment to quality and adherence to GDOT's surveying standards and practices to ensure all work done on this project exceeds the client's expectations.

#### RELEVANT EXPERIENCE

##### Vermack Road Sidewalk, DeKalb County, GA (as a subcontractor to Practical Design Partners) (2021)

**Survey Manager** Byron managed the survey team for this +/- 2,700' corridor. PG staff performed a planimetric and topographic survey to include all planimetric features as well as property survey in accordance with typical GDOT surveys for the sidewalk concept and design.

##### SR 316 @ Cedars Road, Gwinnett County, GA (2018)

**Survey Manager** Byron managed the survey team for this +/- 34.5-acre site. PG staff verified existing survey control, performed a thorough QA/AC of existing topographic data, surveyed three cross-sections totaling approximately 4,320 feet. An additional field survey of approximately 34.5 acres of topographic data was included in the project as well. Property corner data was verified as well as ownership of all parcels was verified. Deliverables included Topo.dgn, UTLE.dgn, InTOADS.dtm, Propg.dgn, PSR.xlsx, Prop.dwg and a report of existing database checks with adjustments. A complete updated GDOT compliant survey database was submitted.

##### Gwinnett Recycling Center, Duluth, GA (2017)

**Survey Manager** Byron managed the survey team for this +/- 8.3-acre property. PG staff performed a boundary, tree and partial topographic survey. The survey included all horizontal/surface features within the site and right-of-way of Satellite Boulevard (from curb to property line). The topographic area is approximately 7.3 acres and extended into a property owned by Georgia Power. Existing utility information including underground utilities were also included in the survey. Deliverables included .dwg files, Land XML, digital photos (jpg) and video (mp4) format.

##### McClure Bridge Survey, Duluth, GA (2018)

**Survey Manager** Byron managed the boundary survey and the topographic survey of this +/- one-acre property as well as a tree survey  $\geq 8"$  DBH within the topo boundary. The final deliverables included a signed and sealed PDF of the final survey and AutoCAD .dwg file.

##### Hill & Main ALTA Survey, City of Duluth, GA (2018)

**Survey Manager** Byron managed the ALTA survey for this Lennar Homes development located in Duluth, GA. Monuments were placed at all major corners of the boundary, property and deed research for adjoining properties were identified and addresses of the surveyed property were included in deliverables. The existing utilities serving the property were identified and located. Manholes catch basins, valve vaults, wires and cables (including their function) crossing the survey property as well as all poles within ten feet of the surveyed property were identified.

##### Bell Road Bridge Replacement Survey, City of Johns Creek, GA (2017)

**Survey Manager** Byron managed the survey for this project which included a full GDOT compliant survey database featuring the TOPO, UTLE and PROP files delivered in MicroStation InRoads. The project area also included a small impoundment (pond) which required a bathymetric survey utilizing a small boat fitted with a single frequency echosounder to accurately map the bottom of the pond.

##### Briarcliff Road Phases I – IV, DeKalb County, GA (2019)

**Survey Manager** Byron managed the survey of all four phases of this waterline replacement project, currently on-going along Briarcliff Road in DeKalb. This project consists of a complete survey database to include all above ground utilities and subsurface utilities (SUE) at specific intersections and certain locations. Additionally, a full property database was developed to right-of-way (ROW) and easements along this busy, urban section of road.

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## MATTHEW J. SMITH, P.E.

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### LIGHTING DESIGN

Matthew brings over 20 years of design experience of electrical systems ranging from utility distribution design to building electrical design of government, roadway, high tech, wastewater, multi-family and office facilities. Matt has been assigned projects and has been responsible for the entire development and coordination of the electrical design with the client and other disciplines from start to finish. He is responsible for project planning, budgeting, surveying of existing conditions, and preparation of construction drawing and specifications.

#### Education

1997, Bachelor of Electrical Engineering – Georgia Institute of Technology

#### Professional Registrations

GA PE License 28471

#### Core Competencies

Electrical Systems Design, Project design and Coordination

Planning, Budgeting

Surveying

#### Experience

20 years

6 years with Key

#### Projects Experience:

- ***Simonton Rd. at Park Place Dr. Roundabout Gwinnett County, GA (2018)***  
Roadway, roundabout, and sidewalk lighting design of approximately ½ mile of a connector road intersection. The project included illumination design utilizing AGI32 as well as power plan development for collector and local roadways. Lighting and power design was conducted for street intersections, sidewalks, and a roundabout and met GDOT Design Policy requirements.
- ***Old Tucker Rd and Lilburn-St Mtn Rd Roundabout Gwinnett County, GA (2019)***  
Roadway, roundabout, and sidewalk lighting design of approximately ½ mile of an intersection of two collector roads. The project included illumination design utilizing AGI32 as well as power plan development. Lighting and power design was conducted for street intersections, sidewalks, and a roundabout and met GDOT Design Policy requirements.
- ***Courtland St. Bridge Replacement Atlanta, GA (2018)***  
Roadway and sidewalk lighting design of approximately ½ mile of an urban road through a densely populated area in downtown Atlanta. The project included illumination design utilizing AGI32 as well as power plan development for major, collector, and local roadways. Lighting and power design was done for street intersections, sidewalks, and mid-block crosswalks as well and met GDOT Design Policy requirements.
- ***COF Road (2011) Ft. Stewart, GA***  
Roadway lighting design for an approximately one mile long two lane surface street at Ft. Stewart, GA Army Post for military and civilian vehicles.



# SECTION V

## Additional Materials



### REFERENCES

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In addition to the City of Dunwoody, PDP has worked for the following clients since its inception:

#### **Cherokee County Department of Engineering**

Jim Wilgus, PE  
(770)721-7818  
jawilgus@cherokeega.com

#### **G.P.'s Enterprises**

Minton O-Neal  
(678)464-2378  
moneal@gpsent.com

#### **Michael Baker International**

Ben Clopper, PE  
(678)361-3542  
Ben.Clopper@mbakerintl.com

#### **Glynn County Board of Commissioners**

Pamela Thompson  
(912)554-7428  
pkthompson@glynncounty-ga.gov

### CONTRACT MODIFICATIONS

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PDP has executed three contracts with the City of Dunwoody, and anticipates the ability to modify the City's standard language for consistent terms and conditions as the other three contracts.

### ADDITIONAL RESOURCES

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The following resumes are for the additional scope of services indicated in Section II.B. of this proposal.

### GDOT PREQUALIFICATIONS

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Following the resumes are the GDOT prequalification certificates for PDP and each of our teaming partners.

### PROPOSAL FORM

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Executed Proposal Form is attached.

**EDUCATION:**

East Hall High School, Gainesville, GA,  
1992

**CERTIFICATIONS:**

UTA Certified Professional Utility Locator

**YEARS WITH THE FIRM:**

1 year

**EMPLOYMENT HISTORY:**

Platinum Geomatics- 04/2020-Present

Edwards-Pitman 03/2016-04/2020

KCI Technologies, Inc- 08/2007-03/2016

Street Smarts- 08/2004-08/2007

WLJordan/HDR- 09/1995-08/2004

Mr. Jones has over 25 years of experience working primarily on various types of transportation design projects for local transportation agencies, such as Gwinnett County, and the Georgia Department of Transportation. Mr. Jones served as the data management task manager for the GDOT Statewide Overhead/Subsurface Utility Engineering (SUE) Services on-call contract which will prove to be a benefit to our clients to help ensure data is processed per the GDOT Electronic Data Guidelines. In this role he was responsible for managing the SUE/survey field operations, completing utility research, processing and reviewing data as it came in from the field, preparing utility plan deliverables, and addressing QA/QC review comments to ensure client quality standards and schedules were met. He also assisted CADD and survey data technicians with data processing and plan preparation and planned quality level B (QL-B) and (QL-A) investigations.



**RELEVANT EXPERIENCE**

**Statewide SUE Task Order Services Contract, Georgia Department of Transportation, Statewide, GA (2009-current)**

**SUE/Survey CADD and Data Management.** The scope of this contract was to provide SUE services including quality level A, B, C, and D, utility impact analysis and utility relocation services. Tasks orders were issued to determine and document the location of existing underground and aerial utilities within the limits of GDOT construction projects and to determine how these utilities would be impacted by proposed construction. Tasks including necessary research, field investigations, test holes, composite CADD drawings, design analysis, and utility impact analysis relative to existing or proposed utility systems by highway and/or bridge construction. Tasks also included utility relocation design services (water and sanitary sewer) and cost estimating.

**DeKalb County Signal Upgrades [PI No. 0006999], Georgia Department of Transportation, DeKalb County, GA (2015)**

**SUE Project Manager.** The scope of work for this task order included quality level B SUE services under the Statewide Overhead/SUE Services Task Order Contract for design to upgrade traffic signals at 25 busy intersections in DeKalb County. The goal of this project was to replace obsolete equipment and upgrade to ADA compliance. This project utilized strain poles/mast arms to move the majority of the overhead utilities underground. The scope of work included development of the limit of study (LOS), preparation of the Menu of Services Estimate, and completion of records research for 14 separate utilities located within the project LOS. One of the challenges to this task was that these intersections are in older, well-established areas of DeKalb County, which had accumulated many years of facility installations resulting in a significant level of utility congestion. Deliverables were successfully submitted on schedule within a very tight time frame per GDOT's requirements to meet PDP scheduling constraints. Mr. Jones performed project data management utilizing the latest GDOT Electronic Data Guidelines (EDG). He followed the quality level B checklist to make sure standards were followed in the field as well as in preparation of DGN CADD files. He utilized the Plan Presentation Guide (PPG) to set-up plan sheets. Mr. Jones also responded to GDOT comments and created final deliverables.

**SR 9 [PI No. 0007838], Georgia Department of Transportation, Fulton County, GA (2016)**

**SUE Project Manager and Data Management Lead.** The project proposes widening approximately three miles of SR 9 from Windward Parkway to the Forsyth County Line form a two-lane roadway to a continuous four-lane urban roadway with a raised median, re-configuration of side roads, addition of pedestrian and bicycle facilities, traffic and operational improvements, and signal upgrades. The scope of work included a quality level D investigation, which consisted of assembling utility owner facility records of 17 separate utilities, creating a composite utility drawing and completing a quality level B investigation under a separate task order that included a total of 244,487 ft of underground utilities, 65 sanitary sewer manholes, and 350 utility poles.

**SR 120/Abbotts Bridge Road SUE Investigation, City of Johns Creek, Johns Creek, GA (2015)**

**SUE Project Manager.** This task order required SUE services to locate and map Fulton County's water facilities between Parsons Road and Jones Bridge Road to determine how these utilities would be impacted by the proposed improvements. Fulton County's facilities consist of a 10- and 12-inch water distribution line and a 30-inch transmission line. A quality level B investigation to determine the actual horizontal location followed by test holes (quality level A) to determine elevation was performed. Mr. Jones managed field personnel developed the utility plans, and prepared test hole data sheets required for the project design.



## **BARNEY CROOKS**

*Senior Project Manager, Certified Arborist, CPESC*

### **EDUCATION**

M.S., Forest Resources, Clemson University, 1998  
 B.S., Forest Resource Management, Clemson University, 1994

### **CERTIFICATIONS**

Professional in Erosion and Sediment Control, Enviro-Cert Intl, Inc.  
 (#5712)

Level II Certified Design Professional-GASWCC (#29276)

Arborist, International Society of Arboriculture (# SO-5338A)

Level IA Certified Personnel in Erosion Control-GASWCC (#29276)

Level I Trainer/Instructor Persons Involved with Land Disturbing Activities, GASWCC (#88)



### **CAREER SUMMARY**

Mr. Crooks currently serves as a Senior Project Manager for Corblu Ecology Group, LLC located in Lawrenceville, Georgia. He has more than sixteen years of experience in environmental consulting, all with Corblu, and his areas of expertise include project management and oversight; Waters of the U.S. and State Waters of Georgia delineations and determinations; wetland delineation and assessment; environmental permitting through the US Army Corps of Engineers and Georgia Environmental Protection Division; Phase I environmental site assessments; environmental assessments; environmental sensing and data logging implementation; GIS and natural resource mapping; wetland and stream remediation/restoration; protected species surveys; NPDES monitoring and consultation; forestry and land management; wildlife habitat evaluation; and tree surveys and assessments.

### **PROJECT EXPERIENCE**

*Identification and Delineation of Intermittent Streams throughout the Jurisdictional Boundaries of Dunwoody, Georgia*

*City of Dunwoody - DeKalb County, Georgia (2016)*

Project Manager and Senior Ecologist for the project. This project consisted of the identification, documentation, and GPS location of the points of beginning of all intermittent streams within the jurisdictional boundaries of the City of Dunwoody. The project area comprised 13.1 square miles in size and encompassed portions of nine different drainage basins. This assessment resulted in the review of approximately 650 conveyances and identification of 218 intermittent (or perennial) streams reaches. The data produced from this assessment is being used by the City of Dunwoody to implement various permitting requirements and assist with the functions of the Stormwater Utility. Mr. Crooks participated in project oversight and management, field identification and assessment of streams, data compilation and interpretation, GIS database creation, and post project troubleshooting.


*Gwinnett County On-Demand Watershed Services: Kitchen Creek/Best Friends Park Stream Restoration and Stormwater BMP*

*Gwinnett County, Georgia (2012)*

Lead Arborist for the Kitchen Creek stream restoration project. This project consisted of restoring approximately 1,000 feet of channel and incorporating stormwater BMP areas within Best Friend Park along Kitchen Creek in Gwinnett County. The stream is a headwater stream that is located in a heavily urbanized area with more than 30% impervious surface. The stream restoration design goals were to restore profile, pattern and dimension to restore stream habitat and reduce erosion which was accomplished through natural channel design techniques. Mr. Crooks participated in several phases of the project including tree identification and assessment during concept development and design, geomorphic surveys, and construction oversight.


**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION  
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
Practical Design Partners LLC 4206 Waterloo Circle, Tucker, GA 30084	August 13, 2020	August 13, 2023
<b>SIGNATURE</b> 		
<b>1. Transportation Planning</b> <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning  <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input type="checkbox"/> 1.06b History <input type="checkbox"/> 1.06c Air Studies <input type="checkbox"/> 1.06d Noise Studies <input type="checkbox"/> 1.06e Ecology <input type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys  <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning	<b>3. Highway Design Roadway (continued)</b> <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture  <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
<b>2. Mass Transit Operations</b> <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems  <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	<b>4. Highway Structures</b> <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection	
<b>3. Highway Design Roadway</b> <input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design  <input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers  <input checked="" type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas  <input checked="" type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design  <input checked="" type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture	<b>5. Topography</b> <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
	<b>6. Soils, Foundation &amp; Materials Testing</b> <input type="checkbox"/> 6.01a Soil Surveys <input type="checkbox"/> 6.01b Geological and Geophysical Studies <input type="checkbox"/> 6.02 Bridge Foundation Studies <input type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
	<b>8. Construction</b> <input type="checkbox"/> 8.01 Construction Supervision	<b>9. Erosion and Sedimentation Control</b> <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations


**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION  
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

<b>NAME AND ADDRESS</b>		<b>DISPOSITION DATE</b>	<b>EXPIRATION DATE</b>
PLATINUM GEOMATICS, LLC 5039 B U Bowman Drive, Ste. 400 Buford, GA 30518		May 14, 2020	April 30, 2022
<b>SIGNATURE</b>			
			
<b>1. Transportation Planning</b> - 1.01 State Wide Systems Planning - 1.02 Urban Area and Regional Transportation Planning - 1.03 Aviation Systems Planning - 1.04 Mass and Rapid Transportation Planning  - 1.05 Alternate System and Corridor Location Planning - 1.06 Unknown - 1.06a NEPA Documentation - 1.06b History - 1.06c Air Studies - 1.06d Noise Studies - 1.06e Ecology - 1.06f Archaeology - 1.06g Freshwater Aquatic Surveys  - 1.06h Bat Surveys - 1.07 Attitude, Opinion and Community Value Studies - 1.08 Airport Master Planning - 1.09 Location Studies - 1.10 Traffic Studies - 1.11 Traffic and Toll Revenue Studies - 1.12 Major Investment Studies - 1.13 Non-Motorized Transportation Planning	<b>3. Highway Design Roadway (continued)</b> - 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination - 3.11 Architecture  - 3.12 Hydraulic and Hydrological Studies (Roadway) - 3.13 Facilities for Bicycles and Pedestrians - 3.14 Historic Rehabilitation - 3.15 Highway Lighting - 3.16 Value Engineering - 3.17 Design of Toll Facilities Infrastructure		
<b>2. Mass Transit Operations</b> - 2.01 Mass Transit Program (Systems) Management - 2.02 Mass Transit Feasibility and Technical Studies - 2.03 Mass Transit Vehicle and Propulsion System - 2.04 Mass Transit Controls, Communications and Information Systems  - 2.05 Mass Transit Architectural Engineering - 2.06 Mass Transit Unique Structures - 2.07 Mass Transit Electrical and Mechanical Systems - 2.08 Mass Transit Operations Management and Support Services - 2.09 Aviation - 2.10 Mass Transit Program (Systems) Marketing	<b>4. Highway Structures</b> - 4.01a Minor Bridges Design - 4.01b Minor Bridges Design CONDITIONAL - 4.02 Major Bridges Design - 4.03 Movable Span Bridges Design - 4.04 Hydraulic and Hydrological Studies (Bridges) - 4.05 Bridge Inspection		
<b>3. Highway Design Roadway</b> - 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design  - 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers  - 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas  - 3.04 Multi-Lane, Limited Access Expressway Type Highway Design  - 3.05 Design of Urban Expressway and Interstate - 3.06 Traffic Operations Studies - 3.07 Traffic Operations Design - 3.08 Landscape Architecture	<b>5. Topography</b> <input checked="" type="checkbox"/> 5.01 Land Surveying <input checked="" type="checkbox"/> 5.02 Engineering Surveying <input checked="" type="checkbox"/> 5.03 Geodetic Surveying <input checked="" type="checkbox"/> 5.04 Aerial Photography <input checked="" type="checkbox"/> 5.05 Aerial Photogrammetry <input checked="" type="checkbox"/> 5.06 Topographic Remote Sensing <input checked="" type="checkbox"/> 5.07 Cartography <input checked="" type="checkbox"/> 5.08 Subsurface Utility Engineering		
	<b>6. Soils, Foundation &amp; Materials Testing</b> - 6.01a Soil Surveys - 6.01b Geological and Geophysical Studies - 6.02 Bridge Foundation Studies - 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) - 6.04a Laboratory Materials Testing - 6.04b Field Testing of Roadway Construction Materials - 6.05 Hazard Waste Site Assessment Studies		
	<b>8. Construction</b> - 8.01 Construction Supervision		
	<b>9. Erosion and Sedimentation Control</b> - 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program - 9.02 Rainfall and Runoff Reporting - 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations		

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You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
KEY ENGINEERING GROUP, INC. 965 VIRGINIA AVE, SUITE 100 HAPEVILLE, GA 30354	August 13, 2020	August 9, 2023
<b>SIGNATURE</b> 		
<b>1. Transportation Planning</b> _ 1.01 State Wide Systems Planning _ 1.02 Urban Area and Regional Transportation Planning _ 1.03 Aviation Systems Planning _ 1.04 Mass and Rapid Transportation Planning  _ 1.05 Alternate System and Corridor Location Planning _ 1.06 Unknown _ 1.06a NEPA Documentation _ 1.06b History _ 1.06c Air Studies _ 1.06d Noise Studies _ 1.06e Ecology _ 1.06f Archaeology _ 1.06g Freshwater Aquatic Surveys  _ 1.06h Bat Surveys _ 1.07 Attitude, Opinion and Community Value Studies _ 1.08 Airport Master Planning _ 1.09 Location Studies _ 1.10 Traffic Studies _ 1.11 Traffic and Toll Revenue Studies _ 1.12 Major Investment Studies _ 1.13 Non-Motorized Transportation Planning	<b>3. Highway Design Roadway (continued)</b> _ 3.09 Traffic Control System Analysis, Design and Implementation _ 3.10 Utility Coordination _ 3.11 Architecture  _ 3.12 Hydraulic and Hydrological Studies (Roadway) _ 3.13 Facilities for Bicycles and Pedestrians _ 3.14 Historic Rehabilitation <input checked="" type="checkbox"/> 3.15 Highway Lighting _ 3.16 Value Engineering _ 3.17 Design of Toll Facilities Infrastructure	<b>4. Highway Structures</b> _ 4.01a Minor Bridges Design _ 4.01b Minor Bridges Design CONDITIONAL _ 4.02 Major Bridges Design _ 4.03 Movable Span Bridges Design _ 4.04 Hydraulic and Hydrological Studies (Bridges) _ 4.05 Bridge Inspection
<b>2. Mass Transit Operations</b> _ 2.01 Mass Transit Program (Systems) Management _ 2.02 Mass Transit Feasibility and Technical Studies _ 2.03 Mass Transit Vehicle and Propulsion System _ 2.04 Mass Transit Controls, Communications and Information Systems  _ 2.05 Mass Transit Architectural Engineering _ 2.06 Mass Transit Unique Structures _ 2.07 Mass Transit Electrical and Mechanical Systems _ 2.08 Mass Transit Operations Management and Support Services _ 2.09 Aviation _ 2.10 Mass Transit Program (Systems) Marketing	<b>5. Topography</b> _ 5.01 Land Surveying _ 5.02 Engineering Surveying _ 5.03 Geodetic Surveying _ 5.04 Aerial Photography _ 5.05 Aerial Photogrammetry _ 5.06 Topographic Remote Sensing _ 5.07 Cartography _ 5.08 Subsurface Utility Engineering	<b>6. Soils, Foundation &amp; Materials Testing</b> _ 6.01a Soil Surveys _ 6.01b Geological and Geophysical Studies _ 6.02 Bridge Foundation Studies _ 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) _ 6.04a Laboratory Materials Testing _ 6.04b Field Testing of Roadway Construction Materials _ 6.05 Hazard Waste Site Assessment Studies
<b>3. Highway Design Roadway</b> _ 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design _ 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers _ 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas  _ 3.04 Multi-Lane, Limited Access Expressway Type Highway Design _ 3.05 Design of Urban Expressway and Interstate _ 3.06 Traffic Operations Studies _ 3.07 Traffic Operations Design _ 3.08 Landscape Architecture	<b>8. Construction</b> _ 8.01 Construction Supervision	<b>9. Erosion and Sedimentation Control</b> _ 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program _ 9.02 Rainfall and Runoff Reporting _ 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations



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NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
CORBLU ECOLOGY GROUP, LLC 3225 S. CHEROKEE LANE, BLDG. 800, WOODSTOCK, GA 30188	October 8, 2020	September 14, 2023
<b>SIGNATURE</b> 		
<b>1. Transportation Planning</b> _ 1.01 State Wide Systems Planning _ 1.02 Urban Area and Regional Transportation Planning _ 1.03 Aviation Systems Planning _ 1.04 Mass and Rapid Transportation Planning  _ 1.05 Alternate System and Corridor Location Planning _ 1.06 Unknown _ 1.06a NEPA Documentation _ 1.06b History _ 1.06c Air Studies _ 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology _ 1.06f Archaeology <input checked="" type="checkbox"/> 1.06g Freshwater Aquatic Surveys  _ 1.06h Bat Surveys _ 1.07 Attitude, Opinion and Community Value Studies _ 1.08 Airport Master Planning _ 1.09 Location Studies _ 1.10 Traffic Studies _ 1.11 Traffic and Toll Revenue Studies _ 1.12 Major Investment Studies _ 1.13 Non-Motorized Transportation Planning	<b>3. Highway Design Roadway (continued)</b> _ 3.09 Traffic Control System Analysis, Design and Implementation _ 3.10 Utility Coordination _ 3.11 Architecture  _ 3.12 Hydraulic and Hydrological Studies (Roadway) _ 3.13 Facilities for Bicycles and Pedestrians _ 3.14 Historic Rehabilitation _ 3.15 Highway Lighting _ 3.16 Value Engineering _ 3.17 Design of Toll Facilities Infrastructure	
<b>2. Mass Transit Operations</b> _ 2.01 Mass Transit Program (Systems) Management _ 2.02 Mass Transit Feasibility and Technical Studies _ 2.03 Mass Transit Vehicle and Propulsion System 2.04 Mass Transit Controls, Communications and Information Systems  _ 2.05 Mass Transit Architectural Engineering _ 2.06 Mass Transit Unique Structures _ 2.07 Mass Transit Electrical and Mechanical Systems _ 2.08 Mass Transit Operations Management and Support Services _ 2.09 Aviation _ 2.10 Mass Transit Program (Systems) Marketing	<b>4. Highway Structures</b> _ 4.01a Minor Bridges Design _ 4.01b Minor Bridges Design CONDITIONAL _ 4.02 Major Bridges Design _ 4.03 Movable Span Bridges Design _ 4.04 Hydraulic and Hydrological Studies (Bridges) _ 4.05 Bridge Inspection	
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	<b>6. Soils, Foundation &amp; Materials Testing</b> _ 6.01a Soil Surveys _ 6.01b Geological and Geophysical Studies _ 6.02 Bridge Foundation Studies _ 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) _ 6.04a Laboratory Materials Testing _ 6.04b Field Testing of Roadway Construction Materials _ 6.05 Hazard Waste Site Assessment Studies	
	<b>8. Construction</b> _ 8.01 Construction Supervision	
	<b>9. Erosion and Sedimentation Control</b> _ 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program _ 9.02 Rainfall and Runoff Reporting _ 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

## PROPOSAL FORM

### **RFP 21-02 Design of Shared Use Path along Peeler Road from Lakeside Drive to Winters Chapel Road**

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at [http://dunwoodyga.gov/index.php?section=for\\_businesses\\_doing\\_business\\_with\\_the\\_city\\_procurement\\_opportunities](http://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities)) and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 21-02 Design of Shared Use Path along Peeler Road from Lakeside Drive to Winters Chapel Road for PW, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Solicitation Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
<u>1</u>	<u>N/A</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It shall be the responsibility of each Proposer to visit the City Purchasing Department’s website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Company Name: Practical Design Partners LLC

Work is to commence on or about June 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City’s rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City’s termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

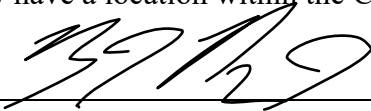
The Proposer agrees to provide all work described in this document.

Legal Business Name Practical Design Partners LLC

Federal Tax ID 85-0874842

Address PO Box 3111, Tucker, GA 30085

Does your company currently have a location within the City of Dunwoody? Yes  No

Representative Signature 

Printed Name Brad Robinson

Telephone Number (678)920-0268

Fax Number N/A

Email Address brobinson@practicaldesignpartners.com



#9..



Photos of previous shared use path projects managed and designed by PDP staff

TITLE PAGE  
 CITY OF DUNWOODY  
**REQUEST FOR PROPOSAL (RFP) 21-02**  
 DESIGN OF SHARED USE PATH ALONG PEELER ROAD  
 FROM LAKESIDE DRIVE TO WINTERS CHAPEL ROAD  
 April 16, 2021

PRACTICAL DESIGN PARTNERS, LLC  
 PRIMARY CONTACT: BRAD ROBINSON, PE  
 PO BOX 3111, TUCKER, GA 30085  
 PHONE: (678) 920-0268  
 FAX: N/A  
 BROBINSON@PRACTICALDESIGNPARTNERS.COM

Packet page:...

## Price Proposal

BASE TASKS	FEE	CONTINGENCY TASKS	FEE
Concept Development	\$4,900	Level "B" S.U.E.	\$18,250
Survey Database	\$17,500	BMP Contingency	\$5,500
Path Design	\$28,500	Environmental Screening	\$3,000
Lighting Plans*	\$7,500		
<b>Total</b>	<b>\$58,400</b>		

\*Lighting plans can often be provided by the power company. This design fee could be considered a contingency item if preferred by the city.

### Additional Assumptions:

1. The scope of the Peeler Road shared use path includes the installation of a 12' path along the north side of Peeler Road from Lakeside Drive to the intersection with Winters Chapel Road. Intersection improvements are not included at any of the intersections along the project. No signal modifications will be required at Winters Chapel Road as the improvements remain on the north side of Peeler Road.
2. The Level "B" SUE Contingency, if required, includes horizontal locations of utilities throughout the survey corridor. No pole data table, utility impact analysis or vertical data is required. SUE will only be completed within the existing ROW of Peeler Road.
3. The BMP Contingency, if required, includes the design or modification of one BMP as well as additional topographic survey at the BMP Location. The base fee includes survey of existing downstream drainage structures only and additional survey will be required for design of a BMP. Each pond modification or additional BMP will require the additional amount proposed.
4. No permitting is required. If any environmental impacts occur, an additional proposal will be required for permitting, as necessary. The Environmental Screening, if elected by the city, will identify any waters that may require permitting.
5. No contract documents or construction services are required.
6. No geotechnical investigations or structural design is required. Any required retaining walls will be GDOT standard walls.
7. All design documents will be prepared in Bentley OpenRoads software.
8. Right-of-Way (ROW) plans will follow GDOT standard plan preparation requirements. ROW plats will not be required. No ROW staking required.
9. No landscaping plans will be required.

**EXHIBIT "C"**

**CERTIFICATION OF SPONSOR**

**DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT D

### INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with



liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

*Affidavit Verifying Status*

*For City Public Benefit Application*

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from \_\_\_\_\_ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:\_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: \_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

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

CITY OF DUNWOODY  
\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_