



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: July 11, 2022

Subject: **Contract with TSW for Gateway Signage Bid Document Preparation**

ACTION

Authorize the Mayor, City Manager, or designee to execute a design contract with TSW for preparation of the construction drawings and bid documents for gateway signage.

SUMMARY

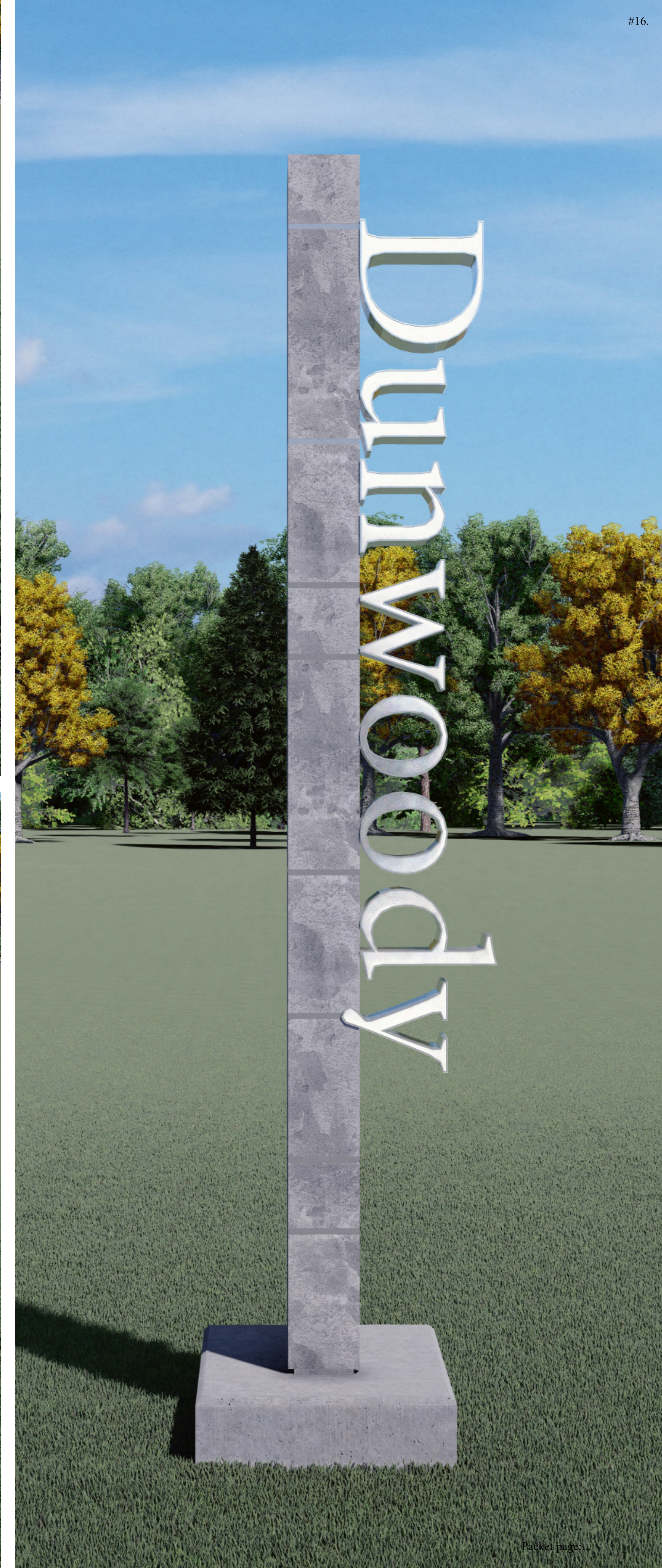
Discover Dunwoody hired TSW in 2019 to develop plans for gateway and wayfinding signage throughout the city. In December 2020, the City Council approved the plan and sign design concepts (see attached) and, in April of this year, allocated \$500,000 in funding for sign installation. TSW has proposed to complete the construction bid documents for the 16 gateway sign locations at a total cost not to exceed \$82,400.

TSW is recommended as the sole source provider for this contract based on their initial selection by Discover Dunwoody and because of their unique experience in creating the gateway and wayfinding plan for the city. The design work is expected to be completed within 6 months.

RECOMMENDED ACTION

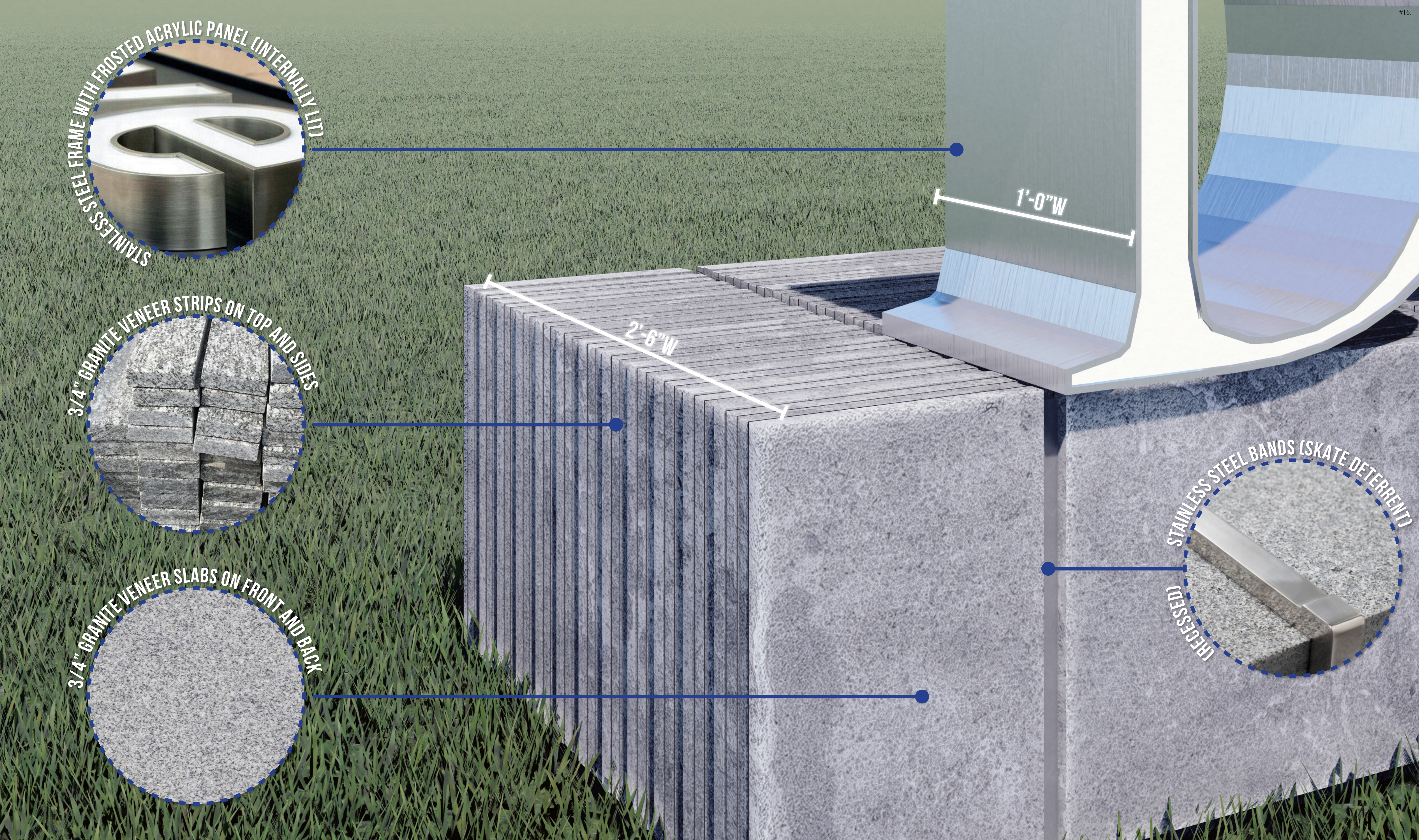
Staff requests authorization for the Mayor, City Manager, or designee to execute all documents necessary and proper for a design contract with TSW to prepare construction drawings and bid documents for gateway signage.

GATEWAY SIGNAGE

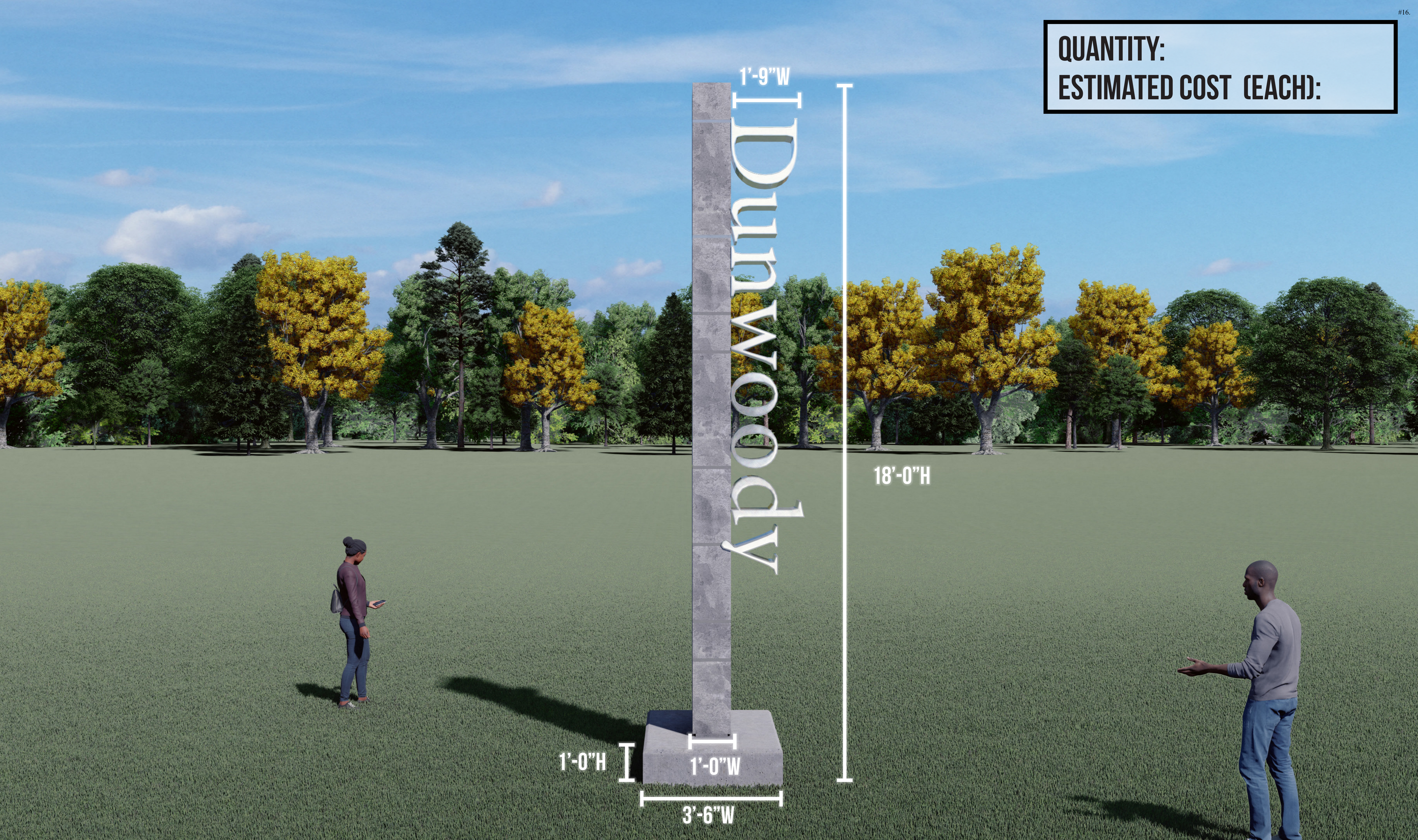


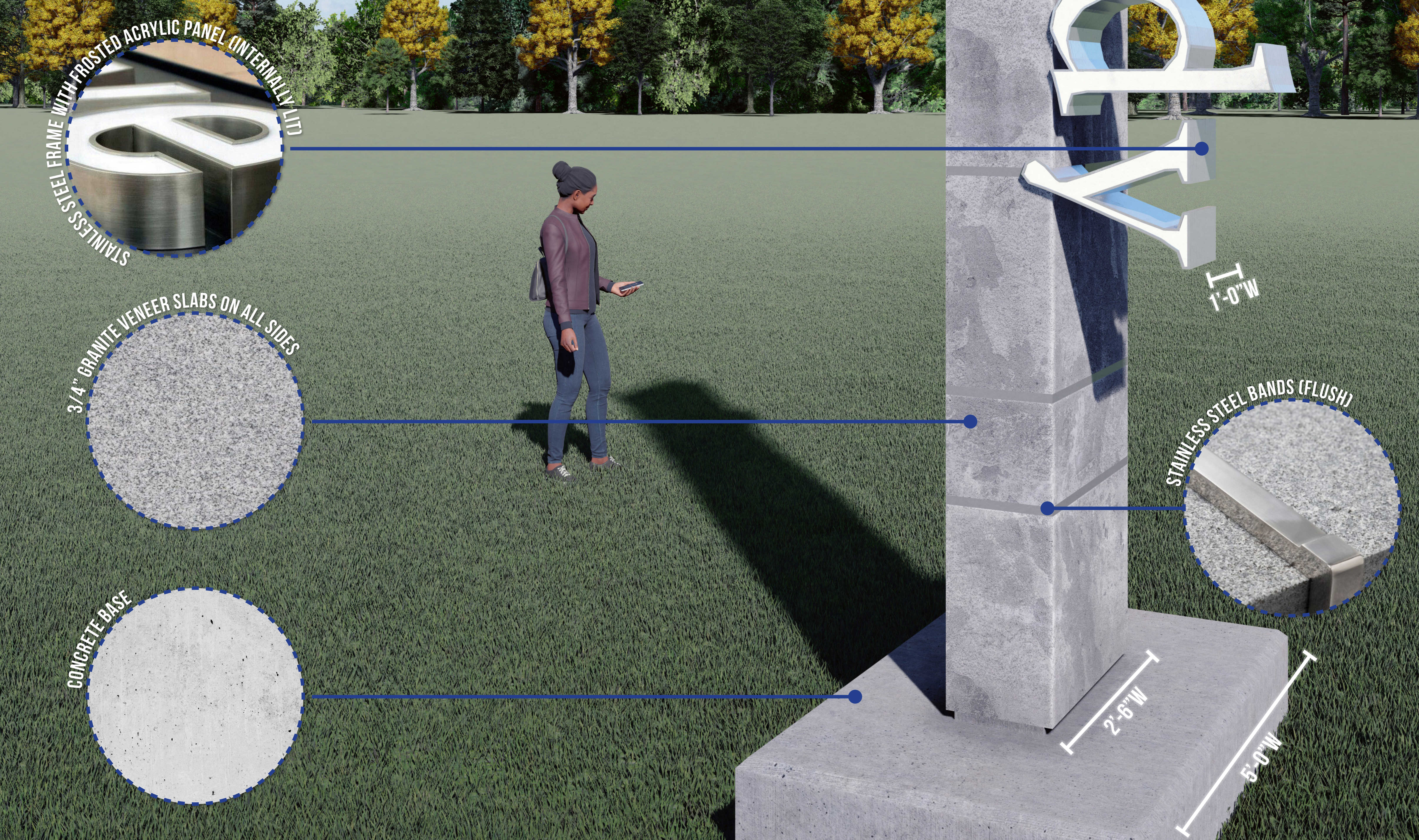
QUANTITY:
ESTIMATED COST (EACH):





QUANTITY:
ESTIMATED COST (EACH):





STAINLESS STEEL FRAME WITH FROSTED ACRYLIC PANEL (INTERNALLY LIT)

3/4" GRANITE VENEER SLABS ON ALL SIDES

CONCRETE BASE

STAINLESS STEEL BANDS (FLUSH)

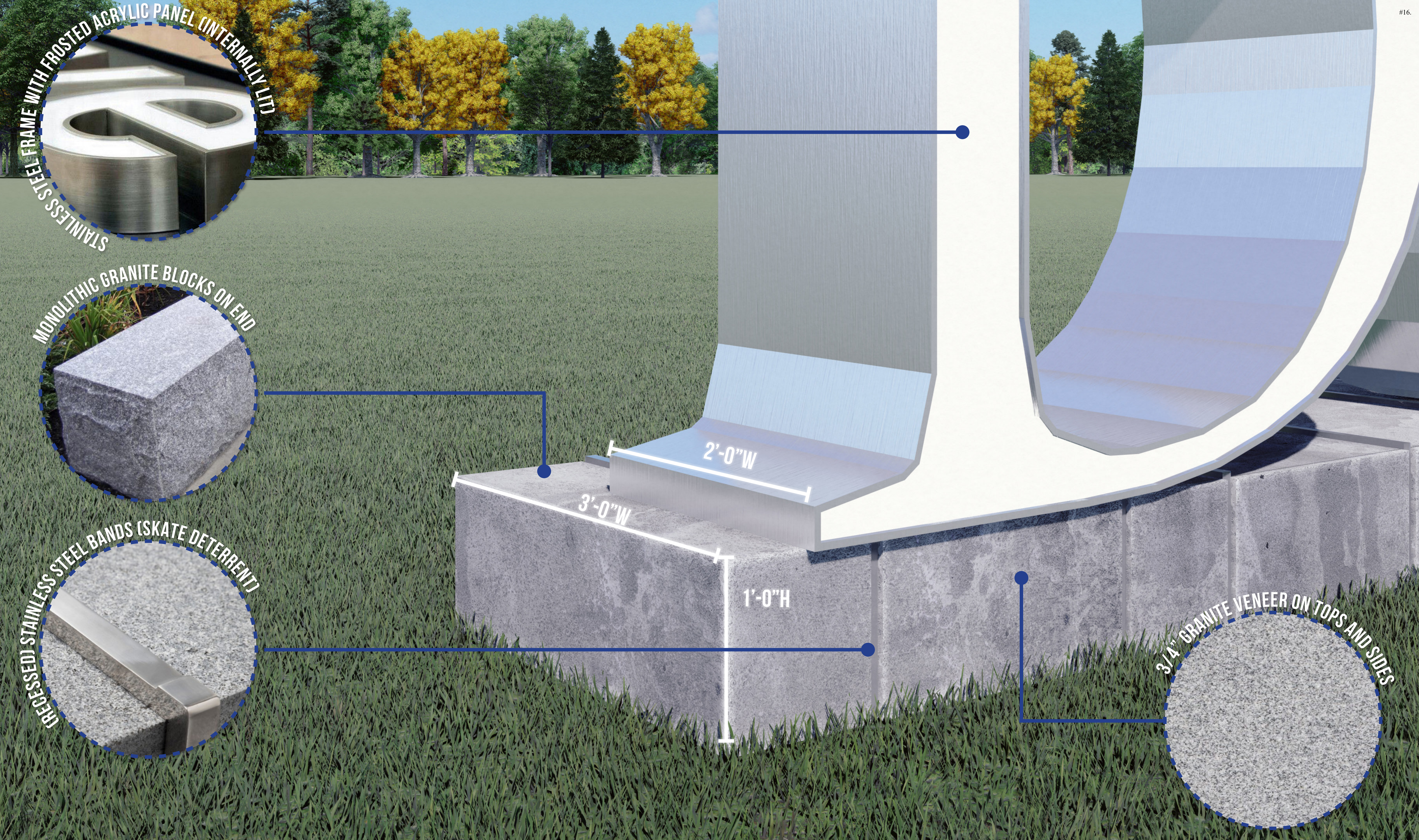
1'-0" W

2'-6" W

5'-0" W



QUANTITY:
ESTIMATED COST (EACH):



Professional Design Services Agreement

Landscape Architectural Services | Dunwoody Signage and Wayfinding Standards

This AGREEMENT is dated and in effect as of the 20th day of April, 2022

Between:

City of Dunwoody
C/O: Michael Starling
4800 Ashford Dunwoody Rd.
Dunwoody, GA 30338

Hereafter referred to as "Owner",

and

TSW
1477 Peachtree St, Ste 850
Atlanta GA 30309

Hereafter referred to as "Consultant".

This agreement is with respect to design services for the Owner, hereinafter referred to as the "Work." Whereas, Consultant is a design professional of good standing; Whereas, Owner wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

DESCRIPTION OF WORK:

The scope of work includes design services for:

Dunwoody Signage and Wayfinding Standards
Hereafter referred to as "Project".

Located at:
See "Exhibit A" for locations of all sites.

The scope of work is described in "**Exhibit A: Scope of Services**".



SCHEDULE:

Estimated completion date for all design work is 6-months from authorization to proceed.

Consultant agrees to provide project deliverables on dates as agreed upon in the Proposal. Consultant will make every effort to meet agreed upon due dates. The Owner should be aware that failure to submit required information or materials may cause subsequent delays in the production. Owner delays could result in significant delays in delivery of finished work.

FEES:

Refer to "**Exhibit B: Fee**".

Additional Services will be authorized in writing by the Owner before commencing work.

Work will be billed monthly based upon percent of work complete. A complete breakdown of the fee by tasks is included in "**Exhibit B: Fee**".

Owner warrants that funds are available to compensate Consultant for the total amount of fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.

Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. Owner shall notify Consultant of any dispute regarding invoices received within seven days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts for professional services.

Accounts delinquent longer than 60 days will result in the stoppage of work. Seven days' notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due.

ADDITIONAL SERVICES:

Work shall be completed based on the SCHEDULE section of this agreement. Changes in Owner input or direction, excessive changes, or major deviation from the project schedule may be cause for additional services. Any Work the Owner wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement will be considered an additional service. Such Work shall require written approval, an amendment to this Agreement and payment in addition to that specified in this Agreement.



ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

PERMISSIONS AND RELEASES:

The Owner agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Owner for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

COPYRIGHT NOTICE:

Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Owner.

TERMINATION:

In the event of termination, suspension, or abandonment of the Project by the Owner, the Consultant shall be compensated for services performed through date of termination, suspension, or abandonment of the Project. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Consultant to suspend or terminate services. Either party may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.



ARBITRATION:

In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.


The Owner and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Owner nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of the place where the Project is located applicable therein.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Owner: _____ Date _____
Signature

Name: _____, Title: _____

On behalf of Consultant:  _____ Date 4.20.2022
Signature

Name: Bryan Bays, Title: Principal



Exhibit A: Scope of Services

A. Project Understanding

This scope of work includes the production of bid documents for **Dunwoody Signage and Wayfinding Standards**. TSW will utilize the surveys procured to locate monument signs in the areas listed below, as identified by the OWNER from the Implementation Plan. Work will include sign layout, landscape and irrigation plans, electrical plans, and construction and structural details. Sign documents will ensure that final design and placement complies with local ordinances and works with all ROW boundaries, easements, underground utilities, and views from the road. Key program areas include:

Site #1: Ashford Dunwoody Road @ 285 – Vertical Sign located within the existing median.

Site pinpoint: [33°55'11.9"N 84°20'20.4"W](#)



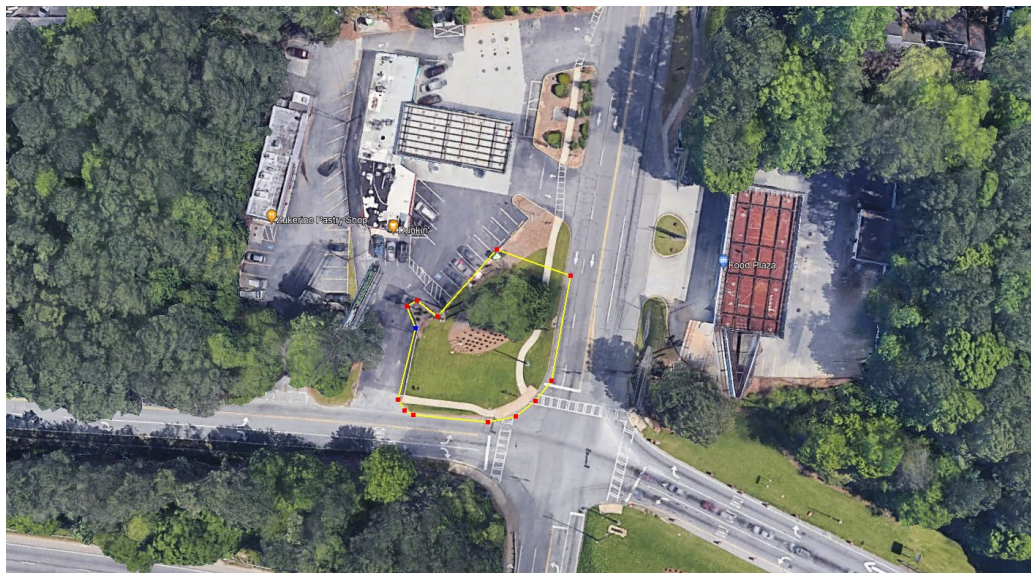
Site #2: Chamblee Dunwoody Road @ Cotillion Drive – Small Horizontal Sign within the wedge-shaped area in this location.

Site pinpoint: [33°55'16.0"N 84°18'51.1"W](#)



Site #3: Peachtree Road @ Cotillion Drive – Small Horizontal Sign within the wedge-shaped area in this location.

Site pinpoint: [33°55'14.9"N 84°17'49.2"W](#)



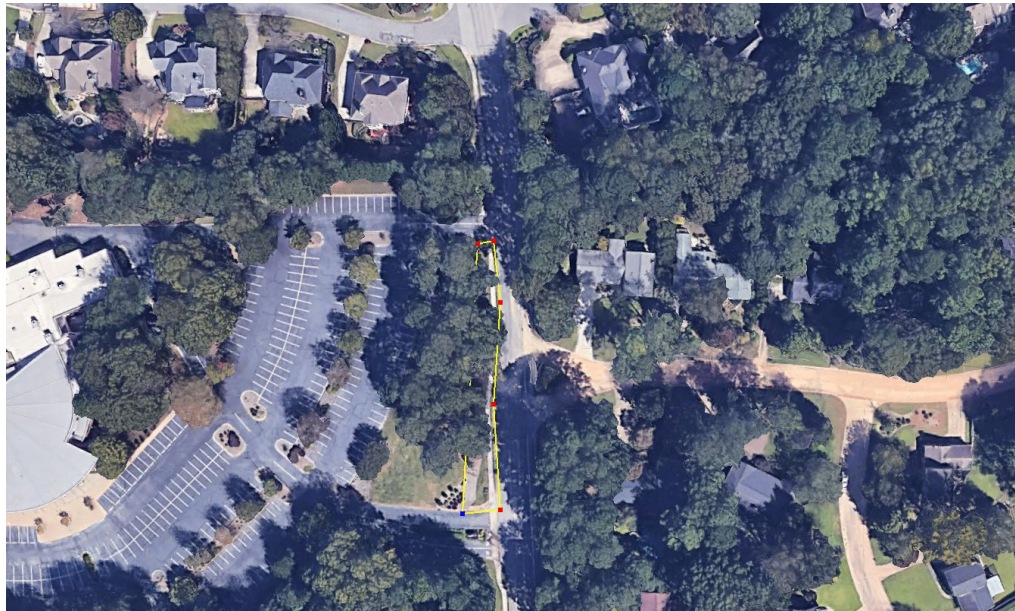
Site #4: Mount Vernon Road @ Dunwoody Club Drive – Large or Small Horizontal Sign the corner in this location. OWNER to provide information on Bank easement.

Site pinpoint: [33°57'33.2"N 84°18'01.1"W](#)



Site #5: Roberts Drive @ Mill Glen Drive – Vertical Sign on the West side of the road between the two parking lot entrances.

Site pinpoint: [33°58'04.3"N 84°20'18.8"W](#)



Site #6: Mount Vernon Highway @ Layfield Drive – Vertical Sign between Layfield drive and the perpendicular sidewalk on the SE side of the road.

Site pinpoint: [33°56'19.3"N 84°20'48.7"W](#)



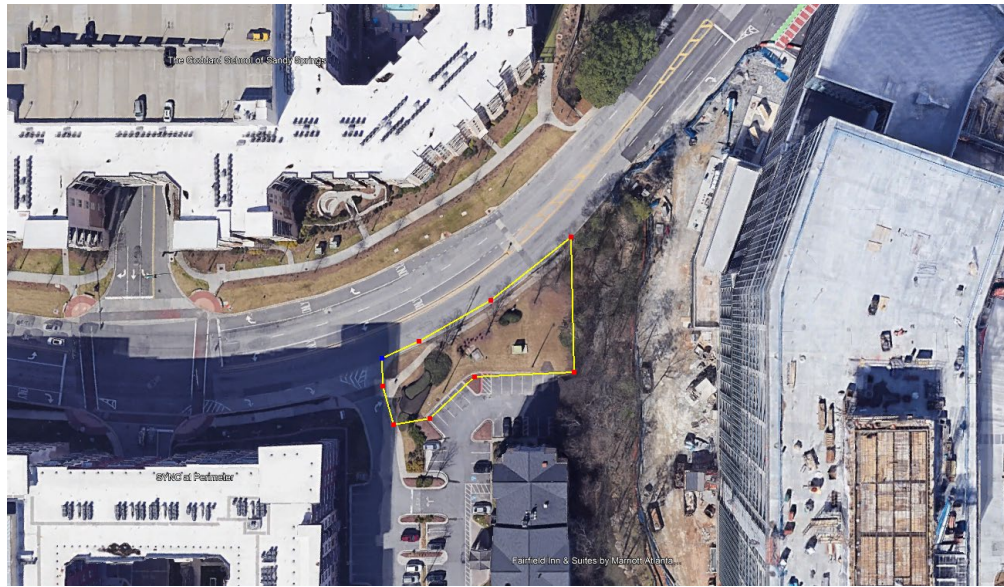
Site #7: Perimeter Center West @ Central Parkway – Vertical Sign between the perpendicular sidewalk at the southwest end all the way up to the mall sign at the southeast end.

Site pinpoint: [33°55'46.8"N 84°20'52.2"W](#)



Site #8: Hammond Drive NE @ Fairfield Inn & Suites – Vertical Sign between the parking lot and road curb in this location.

Site pinpoint: [33°55'08.1"N 84°20'53.0"W](#)



Site #9: Tilly Mill Road @ Stonington Road – Vertical Sign between the parking lot and residential driveway in this location.

Site pinpoint: [33°55'36.8"N 84°16'59.2"W](#)



Site #10: Perimeter Center Parkway Mural – Mural on the wall in this location.

Site pinpoint: [33°55'02.3"N 84°20'45.7"W](#)



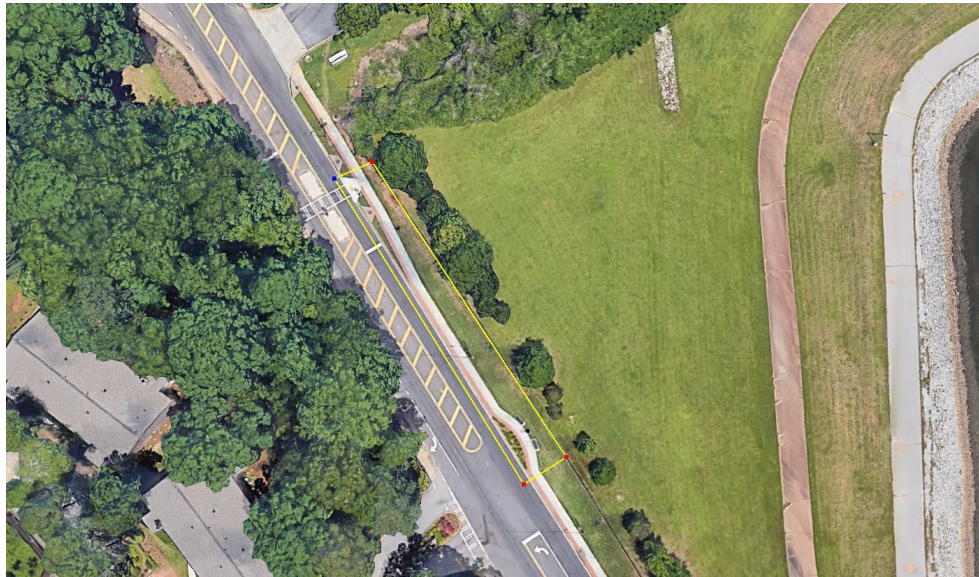
Site #11: Shallowford Road @ Cotillion Drive – Large or Small Horizontal Sign on the corner in this location.

Site pinpoint: [33°55'15.5"N 84°18'19.0"W](#)



Site #12: Winters Chapel Road @ Water Treatment Plant – Vertical Sign on the SE side of the road, between the bench area and the pedestrian crossing.

Site pinpoint: [33°56'22.3"N 84°16'09.5"W](#)



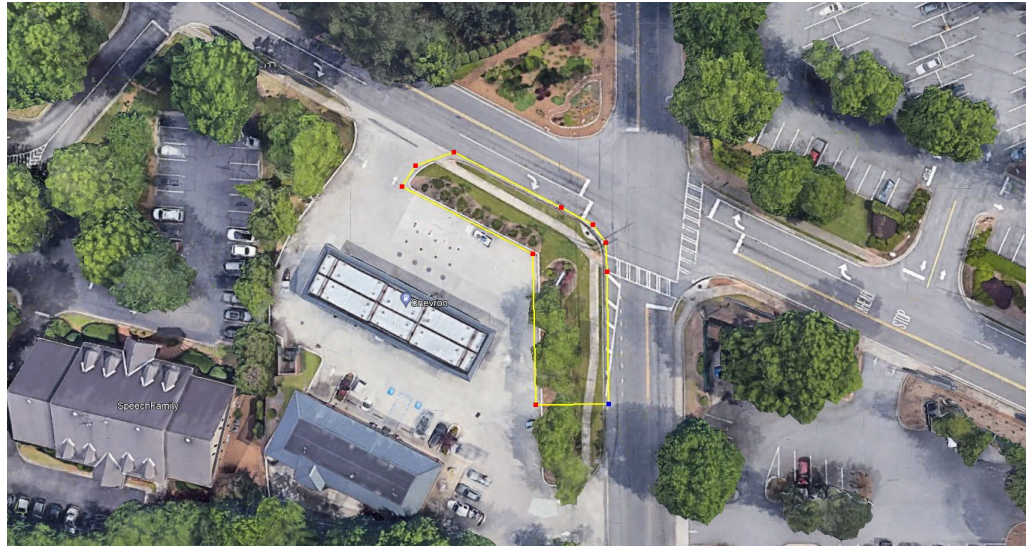
Site #13: Winters Chapel Road @ Marston Way – Vertical Sign between the two fire hydrants here, where the sidewalk curves out.

Site pinpoint: [33°57'17.8"N 84°16'20.3"W](#)



Site #14: Dunwoody Club Drive @ Jet Ferry Road – Small Horizontal Sign on the corner in this location.

Site pinpoint: [33°57'36.1"N 84°18'09.7"W](#)



Site #15: Dunwoody Road – Vertical Sign on the South side of the road between the Dunwoody city limits sign and the “stop ahead” sign.

Site pinpoint: [33°57'36.9"N 84°20'50.4"W](#)



Site #16: Mount Vernon Road @ Ashford Dunwoody Road – Small or Large Horizontal Sign within the tree/grassy area in this location.

Site pinpoint: [33°56'36.8"N 84°20'15.3"W](#)



B. Basic Services

Task 1 – Bid Documents

TSW will develop a set of construction plans and specifications based on the Owner approved Graphics and Details Package and Implementation Plan. TSW will produce an 80% set and a 100% set for review. Work will include up to 2 virtual meetings.

Deliverables:

- Demolition and Erosion Control Plans (less than 1 acre) (12 sheets – Site #10 will not require demolition or erosion control)
- Drawing Specifications/Notes (1 sheet)
- Layout Plans with Plan Notes (13 sheets)
- Grading and Drainage limited to light surface grading and supplemental observations. (12 sheets – Site #10 will not require grading or drainage)
- Landscape and Plans (13 sheets)
- Construction Details (4 sheets, possibly more as required by site findings)

Task 1.1 – Structural Adjustments

TSW will work with the structural engineer to modify the existing structural details as necessary to accommodate various unforeseen site conditions including, but not limited to sloped topography nearby and underground structures.



Task 2 – Permitting

TSW will submit plans for permitting to the appropriate authorities, respond to questions, and modify the drawings as necessary to permit the project. Work will include meetings as necessary.

Deliverables

- Permit Drawings submittal for all applicable permits required to build the project.

Task 3 – Construction Observation

TSW will provide, upon written request by the Owner, assistance during construction including construction observation visits, RFI responses, submittal reviews, and attendance at meetings. Meetings may include construction kick off meeting, mockup reviews, construction progress reviews, final punch review, and a warrantee review.

C. Additional Services

Additional services shall be approved in writing before work commences.

Task 4 – Sheet Sign Mockups

TSW will work with Denyse Signage and Architectural Elements to fabricate and install full-size, temporary sheet sign mockups for review. See Exhibit C: Sheet Sign Mockups.

Task 5 – 3D Site Studies

TSW will develop 3D study models that will be used to generate views of the sign generally located within each site.

Deliverables

- 2 to 3 views of each proposed sign location and proposed sign

D. Exclusions

The following items are excluded from basic services and may be provided for an additional fee.

- Irrigation
- Electrical Engineering (internal electrical components and lights to be part of fabricator's design, site electrical design is a delegated design item for the contractor.)
- Tree Recompense Plans
- Survey
- Grading/ Drainage beyond light surface grading and supplemental observations



Exhibit B: Fee

The scope of work for Tasks 1 and 2 is based on the description in “**Exhibit A: Scope of Services**”. This work will be completed for a **LUMP SUM fee of \$82,400**. Task 3 will be completed as an hourly task. Additional Services will be authorized in writing by the Owner before commencing work. Fees will be billed monthly based upon the percent of work complete.

Basic Services

Task	Fee	Type
Task 1 Bid Documents		
Site #1: Ashford Dunwoody Road @ 285	\$4,400	LS
Site #2: Chamblee Dunwoody Road @ Cotillion Drive	\$5,600	LS
Site #3: Peachtree Road @ Cotillion Drive	\$5,600	LS
Site #4: Mount Vernon Road @ Dunwoody Club Drive	\$5,600	LS
Site #5: Roberts Drive @ Mill Glen Drive	\$4,400	LS
Site #6: Mount Vernon Highway @ Layfield Drive	\$4,400	LS
Site #7: Perimeter Center West @ Central Parkway	\$4,400	LS
Site #8: Hammond Drive NE @ Fairfield Inn & Suites	\$4,400	LS
Site #9: Tilly Mill Road @ Stonington Road	\$4,400	LS
Site #10: Perimeter Center Parkway Mural	\$3,200	LS
Site #11: Shallowford Road @ Cotillion Drive	\$5,600	LS
Site #12: Winters Chapel Road @ Water Treatment Plant	\$4,400	LS
Site #13: Winters Chapel Road @ Marston Way	\$4,400	LS
Site #14: Dunwoody Club Drive @ Jet Ferry Road	\$5,600	LS
Site #15: Dunwoody Road	\$4,400	LS
Site #16: Mount Vernon Road @ Ashford Dunwoody Road	\$5,600	LS
Total Bid Documents	\$76,400	LS
Task 1.1 Structural Adjustments	\$2,000	Allowance
Task 2 Permitting	\$4,000	LS
Task 3 Construction Observation	Hourly	Hourly
Total Lump Sum Fee	\$ 82,400	Lump Sum Fee

Additional Services (to be approved in writing)

Task 4 Sheet Sign Mockups	\$3,500	LS
Task 5 3D Site Studies	\$6,500	LS

