



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

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Ishri Sankar, Capital Project Manager

**Date:** March 14, 2022

**Subject:** **Approval of a Contract with NV5 to Provide Final Design and Plans for Improvements on Mount Vernon Road between Corners Drive and Mount Vernon Place**

### **Action**

Authorize the Mayor, City Manager, or designee to 1) execute all documents necessary and proper to enter into a contract with NV5 in the amount of \$94,500 to complete final design plans for improvements on Mt. Vernon Road between Corners Drive and Mount Vernon Place and 2) allocate funding for a \$10,000 contingency for additional design services.

### **Background/Summary**

In 2021, City Council reviewed the conceptual design alternatives for Mount Vernon Road between Corners Drive and Mount Vernon Place, and provided direction on the preferred concept for final design. This concept includes widening Mount Vernon Road to include bike lanes in both directions, a 5-foot wide sidewalk on the south side of the road and a 12-foot wide path on the north side. Additionally, left turn lanes are planned at some of the side streets based on accident data and the volume of left turning vehicles.

Based on the preferred concept plan, the city issued a request for proposals ([RFP 21-12](#)) to complete the final design and construction documents. Three consultants submitted proposals which were evaluated based on each consultant's understanding of the project, experience with similar projects, qualifications, schedule, and cost. Based on these rating criteria, NV5 submitted the highest ranked proposal (see attached scoring summary).

### **Recommendation**

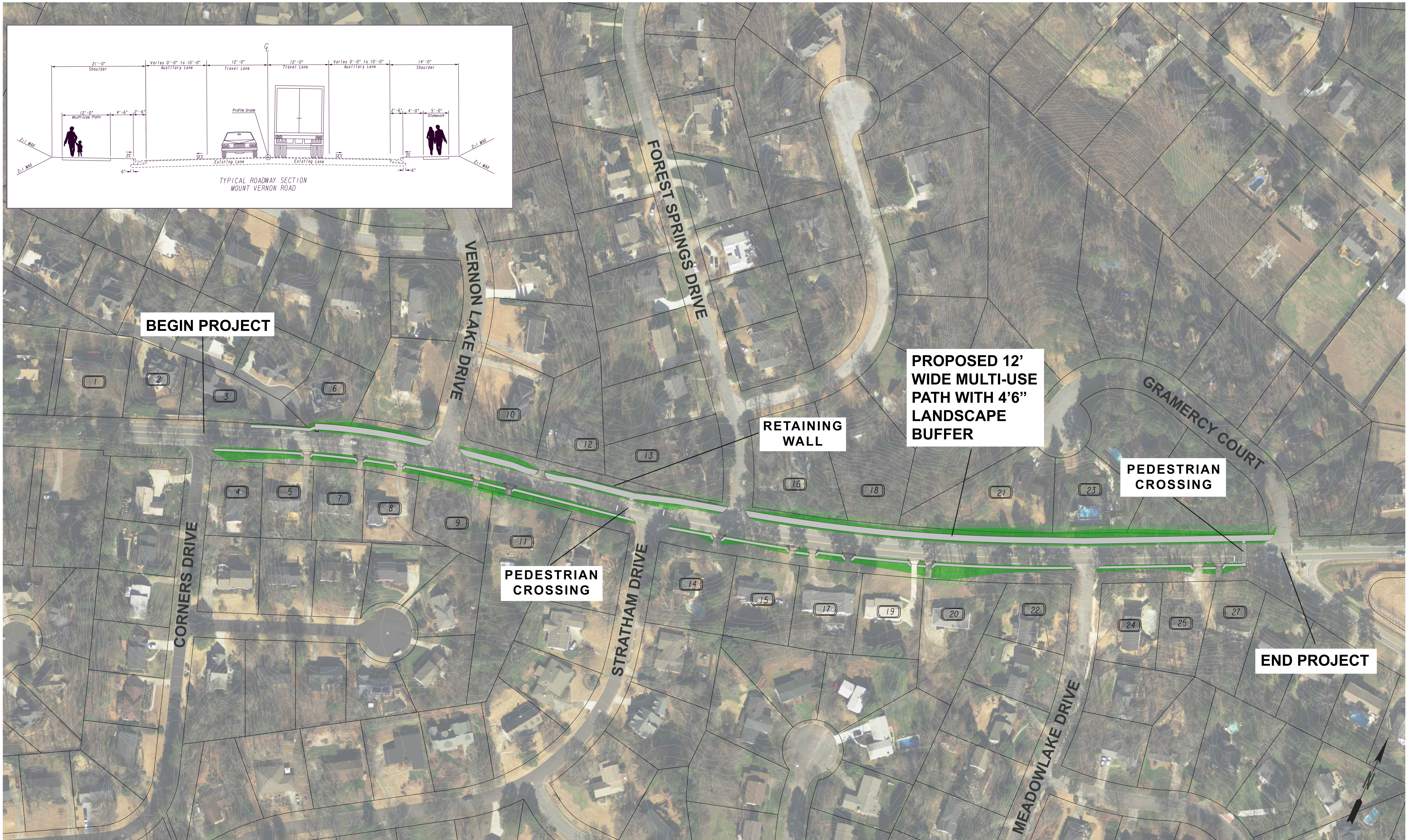
Staff recommends that the City Council authorize the Mayor, City Manager, or designee to 1) execute all documents necessary and proper to enter into a contract with NV5 in the amount of \$94,500 to complete final design plans for improvements on Mt. Vernon Road between Corners Drive and Mount Vernon Place and 2) allocate funding for a \$10,000 contingency for additional design services.



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	Atlas	Mott McDonald	NV5
IS	75	81	96
MDS	63	68	74
Qualifications Total Score	138	149	170
Cost Proposal	\$180,000	\$115,250	\$94,500
Cost Score	0	15	20
Total Score	138	164	190
Final Ranking	<b>3</b>	<b>2</b>	<b>1</b>









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## **REQUEST FOR PROPOSALS**

**RFP 21-12**

**Design of Improvements for  
Mount Vernon Road from Corners Drive to  
Gramercy Court**



## REQUEST FOR PROPOSALS (RFP) 21-12

## Design of Improvements for Mount Vernon Road from Corners Drive to Gramercy Court

Sealed Proposals for Purchasing RFP 21-12 Design of Improvements for Mount Vernon Road from Corners Drive to Gramercy Court will be received by the City of Dunwoody, hereinafter called the "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.

Work is to commence on or about February 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. Negotiations will be conducted and may take place in person, via telephone or by teleconference 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 technical proposal must be submitted in a sealed envelope which shall be clearly marked RFP 21-12. One signed original and two (2) bound copies, and one (1) electronic copy in PDF format of the **technical proposals shall be submitted no later than 2:00pm on December 6, 2021**. One copy of the cost proposal should be submitted in a **separate, sealed envelope** from the technical proposal. Proposals will not be submitted by facsimile or e-mail. Failure to submit the cost proposal in a separate, sealed envelope may result in your proposal being deemed non-responsive. 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) in a written format no later than November 19, 2021.**

Proposals are legal and binding when submitted.

Proposals must be addressed as follows:

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

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). Unauthorized communication by the proposer may disqualify the proposer from consideration.



## TABLE OF CONTENTS

PART ONE - BACKGROUND .....	5
PART TWO - GENERAL SCOPE OF WORK .....	5
PART THREE – SPECIFIC SCOPE OF SERVICES.....	5
PART FOUR - PROPOSAL FORMAT .....	7
PART FIVE - EVALUATION OF PROPOSALS .....	9
PROPOSAL FORM .....	10
INSTRUCTIONS TO PROPOSERS .....	13
APPENDIX A Sample Contract and General Conditions .....	20
APPENDIX B Developed Concept.....	27
Contractor Affidavit.....	28
Affidavit Verifying Status for City Public Benefit.....	29
Contract References Form.....	30



## 1. PART ONE - BACKGROUND

- 1.1. The City of Dunwoody is seeking cost proposals to design final construction drawings and construction cost estimate for corridor improvements along Mount Vernon Road from Corners Drive to Gramercy Court. The City's council recently approved a concept to add bicycle lanes, a 12-foot wide shared-use path on the north side of Mount Vernon Road, and a 5-foot sidewalk on the south side. The center lane will vary in use from a left turn lane, landscaped island, two way left turn lane, or pedestrian refuge. Please refer to the Appendix B - "Alternate 1C" attachment for the concept layout.  
<https://www.dunwoodyga.gov/home/showpublisheddocument/1136/637394104429870000>
- 1.2. This project will be 100% locally funded.

## 2. PART TWO - 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 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)
  - Applicable National Association of City Transportation Officials (NACTO) Guidance
  - Georgia Soil and Water Conservation Commission Manual for Erosion and Sediment Control in Georgia
  - City of Dunwoody Design Requirements for Transportation Infrastructure Projects
  - City of Dunwoody Code of Ordinances
  - City of Dunwoody Standards and Construction Details

## 3. PART THREE - SPECIFIC SCOPE OF SERVICES

- 3.1. The typical section of the proposed 12-foot wide shared-use path will include curb and gutter and a landscaped buffer of appropriate width for such a facility. A maximum 3:1 cut/fill slope is desired in grassed areas.
- 3.2. The consultant should provide a proposal to provide a complete set of construction plans and documents for this project. The engineering/design items include but are not limited to the following:
  - 3.2.1. Review available data including, City and county GIS.
  - 3.2.2. Collect survey data needed to design and permit the project including any downstream survey required for completion of a downstream analysis, MS4 analysis, and hydrology report. The Survey shall include but not limited to:



- Tree survey to include trees 6" or greater in diameter, measured at breast height.
  - Locate centerline and top of bank of "Waters of State" within 150' of project
  - Utilities visible at or above grade
  - Utilities marked via GA 811
  - Existing corridor features such as roadway centerline, edge of pavement, curb and gutter, sidewalks, closed drainage networks, etc
  - 2-foot topographic lines
- 3.2.3. Refine the concept layout based on the survey data.
- 3.2.4. Provide plans and cost estimates at 30%, 60%, 90%, and Final milestones while incorporating City comments at each submittal.
- 3.3. After refining the concept layout, the consultant and the city will walk the project together to identify any conflicts or alterations to the typical section and concept.
- 3.4. Public Involvement- Upon completion of 30% plans, the City of Dunwoody staff will begin setting up meetings with impacted residents to understand their concerns and questions. During these meetings, the selected consultant is expected to help answer any technical questions regarding design. These meetings will continue to occur, as needed, until right of way negotiations are complete, at which time Final Plans will be developed.
- 3.5. 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. Their seal on the drawings shall represent certification that the design meets all applicable codes, is of good engineering practice and standards, and includes no Design Exception or Design Variances.
- 3.6. 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, centerline, demolition or resetting of existing features, construction of infrastructure, limits of construction, and existing and/or right-of-way limits.
  - Cover Sheet
  - Revision Sheet
  - General Notes
  - Typical Sections- may be modified by city for the following: stormwater management; to avoid mature trees, utilities, mailboxes, or other permanent or semi-permanent objects; or to retain the project within the existing right of way provided such adjustments are not in contrast with standards and best practices. Examples of modified typical section elements include a reduced or enlarged width beauty strip, modifying the grade of the tie in slopes, and construction of wall(s).
  - Summary of Quantities
  - Construction Plans
  - Mainline Profile
  - Driveway Profiles
  - Drainage Map
  - Drainage Profiles



- Utility Plans including coordination with utility companies regarding existing and proposed utility plans
  - Signing and Marking Plans
  - Retaining Wall Envelopes (As Needed)
  - Lighting plans in accordance to the City's Lighting Standards and Details
  - Prepare easement and/or right-of-way plans or plats. This task shall include required property research and any revisions as required during any right of way negotiations for this project as well as GDOT style right of way tables and legal descriptions
  - Erosion and sediment control plans (3-Phase) to be stamped by a GA Professional engineer and GSWCC Level II certified individual
  - Standard details and special provisions and other specifications as required
  - A landscaping plan
  - All other necessary information required for the project construction
- 3.7. Projects with over one (1) acre disturbed or more within the City of Dunwoody require Georgia EPD review and permitting of the erosion control plans. It is the responsibility of the selected design consultant to aid the city by sending these to the GA EPD prior to construction.
- 3.8. Consultant is responsible for performing the 7-day erosion control inspection and submitting a 7-day letter once construction has commenced.
- 3.9. Stormwater management plans (MS4) including a hydrology report outlining a viable solution to address any necessary detention and treatment for water quality as required by the city's *Transportation Project Plan Review Policies and Procedures*. This document may be downloaded here: <https://dunwoodyga.sharefile.com/d-s053fda127d474bd49a73f54c3e191b4d>.
- 3.10. Provide support to include answering questions and providing clarifications during the bidding and construction phase.
- 3.11. 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. PART FOUR - PROPOSAL FORMAT

- 4.1. 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 billed hourly lump sum not to exceed amount.
- 4.2. 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 16 pages (with double-sided printing counting as two pages), 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. The title page and required forms will not be counted towards the 16- page limit.



**TITLE PAGE** – Each proposal shall include a Title Page. The Title Page should identify the project; the name of the firm, name of the firm’s primary contact, address, telephone number, fax number, email address and solicitation number. All pages of the proposal must be consecutively numbered.

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

- a. An outline of the project understanding and proposed methodology to complete the project including a high level schedule and brief descriptions of the key tasks, key milestones, and key deliverables.
- b. The submitter should identify tasks that are 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 II** – Each proposer shall provide three case histories of recent (within the past 5-years) similar projects completed by the firm.

**SECTION III** – Each proposer shall document its staff and/or sub-consultant’s, 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, at a minimum, the proposed project manager and key functional and technical team members and their related roles and shall provide 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 portions of the scope of work. Specifically, describe the functions to be subcontracted and the expertise and credentials of 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 IV** – 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 16-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.

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

- 5.1. 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.
- 5.2. 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:
  - 5.2.1. 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.
  - 5.2.2. 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.
  - 5.2.3. Schedule: Include a schedule for timely completion of the scope of work. Include information on the amount of time for each task.
  - 5.2.4. 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.
  - 5.2.5. 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.
  - 5.2.6. Pricing: After consideration of the above criteria, the value of each proposal will be compared against the other qualified proposals. The City is most 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.
- 5.3. 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.

\*\*\*\*\* END OF EVALUATION OF PROPOSALS \*\*\*\*\*



**PROPOSAL FORM****REQUEST FOR PROPOSALS (RFP) 21-12****Design of Mount Vernon Road from Corners Drive to Gramercy Court**

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 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 21-12 Design of Project X, 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 9 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 Contract Documents (identified by number)

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

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

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.

Work is to commence on or about Date approx. 3 months after proposal deadline.

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 Consultant which shall itemize each element of performance.



**COST PROPOSAL**

The contractor agrees to provide all work to complete the project described in this document for the amount listed below.

**Cost Proposal:** \_\_\_\_\_

**Cost for any additional scope items, if any (See 4.2 Section I. b):**

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**Allowance for additional public meetings, if required** \_\_\_\_\_ each

**Allowance for additional concepts, if required** \_\_\_\_\_ each

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 \_\_\_\_\_



**INSTRUCTIONS TO PROPOSERS****1. INTENT**

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

**2. GENERAL**

2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to: [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov). Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the solicitation and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.

2.2 If the successful Proposer intends to provide any services through another company, the successful Proposer must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.

2.3 Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.

2.4 The Contract, if awarded, shall not be construed to create unto the Consultant any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.

**3. ENVIRONMENTAL SUSTAINABILITY**

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.



#### 4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal. (These Instructions to Proposers, the Request for Proposal, the Proposal Forms, the Technical and Cost Proposals and the Sample Contract are referred to herein as the "Proposal Documents" or "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

#### 5. ADDENDUM(S)-CHANGES WHILE PROPOSING

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) prior to the deadline stated in the solicitation. Responses by the City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. The Addendum may be electronically downloaded by visiting the City web site at <http://www.dunwoodyga.gov>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

#### 6. PREPARATION OF PROPOSALS

6.1 Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type their name on the schedule. An authorized agent of the company must sign the proposal.

6.2 All Technical Proposals shall be submitted in a sealed envelope, bearing on the outside the name of the Proposer, address, and the Purchasing RFP Number. One original, two paper copies and one electronic copy (PDF) on a USB drive shall be included.

One original Cost Proposal should be submitted in a sealed envelope separate from the cost proposal. Each Cost Proposal shall consist of (i) an executed copy of the Proposal Form including any revised or additional forms supplied by Addendum(s). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.

Proposals shall be submitted no later than 2:00 p.m. on December 6, 2021 to the following address:  
City of Dunwoody Purchasing  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338

6.3 If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.



6.4 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested.

## 7. DELIVERY OF PROPOSALS

7.1 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the solicitation document for the opening of the Proposals will not be considered, but will be returned unopened.

7.2 Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.

## 8. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral 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 solicitation document, 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). Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

## 9. WITHDRAWAL OF PROPOSALS

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of sixty (60) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the sixty (60) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

## 10. DISQUALIFICATION OF PROPOSERS

10.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal:



10.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term “affiliates” means firms, partnerships, corporations or other entities under common control;

10.1.2 Evidence of collusion between or among Proposers;

10.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City’s ability to enforce the Contract or impose the remedies intended following breach by Contractor);

10.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

10.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or

10.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

10.2 The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

## 11. REJECTION OF IRREGULAR PROPOSALS

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Proposer's prices, or contains other irregularities of any kind.

## 12. NOTICE OF INTENT TO AWARD CONTRACT

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered.

## 13. CONTRACT REFERENCES

13.1 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check references and requires the Proposer to notify the



reference, verify contract information, and obtain permission from the reference before completing the form.

#### 14. EXECUTION OF CONTRACT

14.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.

14.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 9).

14.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Proposer at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

#### 15. GEORGIA SALES TAX

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

#### 16. SUBCONTRACTS

16.1 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

16.2 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

#### 17. FAMILIARITY WITH LAWS

All Proposers and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall



in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02, if applicable, will be attested.

#### 17. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

#### 18. INSURANCE

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage listed below and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

##### Required Coverage

General Liability and Automobile Liability. The Consultant shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Consultant, 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 Consultant'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 Consultant'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.

(3) Additional Insured Endorsement. Consultant 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.

(4) Workers' Compensation and Employer's Liability. If Consultant has any employee working on City property, Consultant 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 Consultant'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 Consultant is self insured, the Consultant shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

(5) Professional Liability Insurance. The Consultant 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 Consultant from the project's inception date and until such time as the Statute of Limitations has run for the work done on the project.

#### 19. PUBLIC RECORDS/PUBLIC MEETINGS

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the proposer deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

\* \* \* \* \* END OF INSTRUCTIONS TO PROPOSERS \* \* \* \* \*



**APPENDIX A****SAMPLE****CONSULTANT CONTRACT  
RFP 21-12**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the CITY), and \_\_\_\_\_, (Party of the Second Part, hereinafter called the Consultant)

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon execution of contract.

**2. ATTACHMENTS:**

Copies of the request for proposal including instructions, exhibits, attachments, appendices and addenda, and the Consultant's proposal including proposal forms, (hereinafter collectively referred to as the "Proposal Documents") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid Proposal, the City's contract documents shall control.

**3. PERFORMANCE:**

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Proposal. The Consultant shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any errors and the clarification of ambiguities.

**4. PRICE:**

As full compensation for the performance of this Contract, the City shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed \$\_\_\_\_\_. The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The City agrees to pay the Consultant following receipt by the City of a detailed invoice, reflecting the actual work performed by the Consultant.



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.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

**6. TERMINATION FOR CAUSE:**

The CITY may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the CITY's rights or remedies provided by law.

In such event, all finished or unfinished documents maps, data, studies, work papers and reports prepared by the Consultant under this Agreement shall become the property of the City.

**7. TERMINATION FOR CONVENIENCE:**

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



#### 8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

#### 9. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship.

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. 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.

The provisions of this Section shall survive the expiration or earlier termination of the Contract.

#### 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. ACCOUNTING RECORDS

The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available 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.



**12. ASSIGNMENT:**

The Consultant shall not sublet, subcontract, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

The Consultant is an independent contractor and nothing contained herein shall be construed as making the Consultant, or its subcontractors, 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.

**13. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**14. SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**15. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Dekalb County, Georgia.

**16. MERGER CLAUSE:**

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

**17. TRAVEL COST REIMBURSEMENT**

Consultant is subject to the City of Dunwoody travel policy for all requests made for travel cost reimbursement.

**18. OWNERSHIP OF INTELLECTUAL PROPERTY**

The City shall own all intellectual property produced under and for this contract.

**19. PROFESSIONAL LIABILITY INSURANCE**

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.

## 20. NON-DISCRIMINATION

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

### 20.1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 20.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 20.3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor 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, sex, or national origin.

### 20.4. 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 of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to The City of Dunwoody, GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 20.5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor



- complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

**20.6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

DUNWOODY, GEORGIA

By:

\_\_\_\_\_  
Mayor, City of Dunwoody, GA

ATTEST:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Signature \_\_\_\_\_  
Dunwoody Staff Attorney

CONSULTANT: \_\_\_\_\_

BY:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_



Title \_\_\_\_\_

ATTEST:

Signature

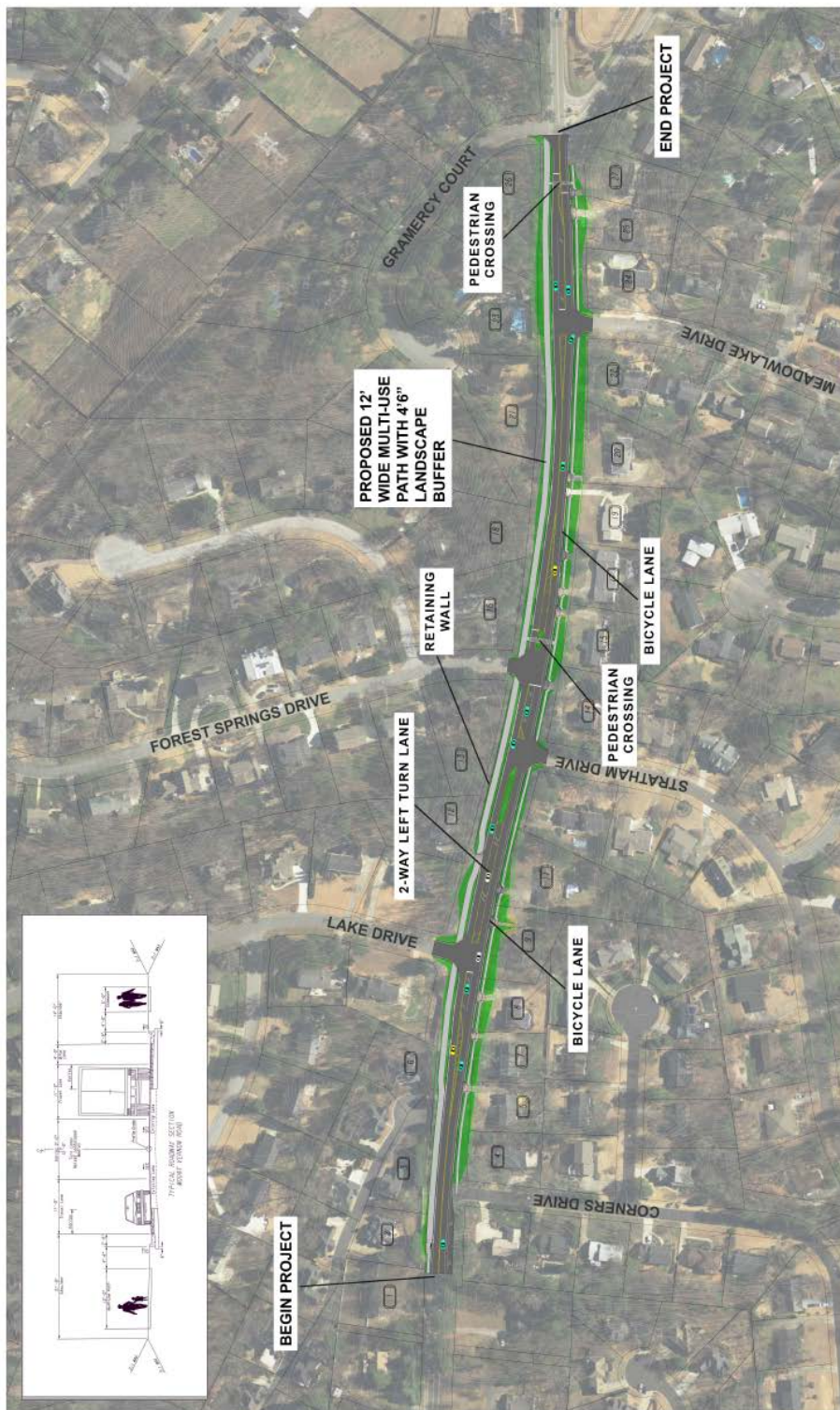
Print Name \_\_\_\_\_

Corporate Secretary

(Seal)

\* \* \* \* \* END OF SAMPLE CONTRACT \* \* \* \* \*

## Appendix B – Developed Concept



### ALTERNATIVE 1C: LEFT TURN LANES REDUCED

MT. VERNON ROAD FROM CORNERS DRIVE TO GRAMERCY COURT/MT. VERNON PLACE  
Dunwoody, Georgia



**Lynn Deutsch** Mayor  
**Eric Linton** ICMA-CM City Manager  
**Sharon Lowery** CMC City Clerk

**Villard "Ardy" Bastien** City Council Post 1  
**Jim Riticher** City Council Post 2  
**Tom Lambert** City Council Post 3

**Stacey Harris** City Council Post 4  
**Joe Seconder** City Council Post 5  
**John Heneghan** City Council Post 6



**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: \_\_\_\_\_

***O.C.G.A. § 50-36-1(e) (2) Affidavit Verifying Status for City Public Benefit***

**\*\*This form is required for ALL LICENSES/PERMITS/CONTRACTS by State Law\*\***

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

- 1) \_\_\_\_\_ I am a United States citizen  
(Must include copy of either current State Driver's License, Passport, or Military ID)
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States\*\*  
(Must include a copy of your current State Driver's License and a copy of your Permanent Resident Card or Employment Authorization Card)
- 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.\*\*  
(Must include a copy of your current State Driver's License and a copy of your Permanent Resident Card or Employment Authorization Card)

\*\*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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
NOTARY PUBLIC/SEAL

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



**CONTRACT REFERENCES FORM**

CONSULTANT'S NAME: \_\_\_\_\_

CONSULTANT'S CONTACT NAME: \_\_\_\_\_

CONSULTANT'S EMAIL: \_\_\_\_\_

CONSULTANT'S ADDRESS: \_\_\_\_\_

CONSULTANT'S PHONE: \_\_\_\_\_

**REFERENCE 1**

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT/TASK: \_\_\_\_\_

**REFERENCE 2**

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT/TASK: \_\_\_\_\_

**REFERENCE 3**

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT/TASK: \_\_\_\_\_