



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

MEMORANDUM

To: Mayor and City Council

From: Tiffany Siegel, Capital Projects Manager

Date: April 14, 2025

Subject: **Project Framework Agreement with the Georgia Department of Transportation for Phase 2 of the Winters Chapel Path**

ACTION

Authorize the Mayor, City Manager, or designee to execute a project framework agreement (PFA) with the Georgia Department of Transportation to receive federal funding for design of Phase 2 of the Winters Chapel Path project.

SUMMARY

The Atlanta Regional Commission (ARC) previously programmed, \$1,500,000 of federal funding for construction of Phase 2 of the Winters Chapel path between Charmant Place and Peeler Road. In 2025, the city has secured an additional federal grant of \$600,000 from the ARC's Transportation Alternatives Program for preliminary engineering. This funding along with a local match of \$182,094.11 will be used to fund the final design of Phase 2 of the Winters Chapel Path. The federal funding is managed by the Georgia Department of Transportation (GDOT) and requires approval and execution of the PFA (draft attached).

DETAILS

The Winters Chapel Path project was first identified in the Winters Chapel Road Area Study adopted by Dunwoody and Peachtree Corners in 2015. The project is also identified in the Dunwoody Trail Master Plan as P17. In 2023, Dunwoody completed Phase 1 of the path on the west side of Winters Chapel between Dunwoody Club Drive and Charmant Place. Phase 2 will continue the path on the west side of the road southward from Charmant Place into Peachtree Corners and then back into Dunwoody ending at Peeler Road. The concept design contract was approved in May 2024. The design phase of the project will follow the federal requirements for plan development with construction projected for 2028.

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute a project agreement with the Georgia Department of Transportation to receive federal funding for design of Phase 2 of the Winters Chapel Path.

**PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF DUNWOODY
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

- ☒ **CFDA # 20.205 - Highway Planning and Construction**
- ☐ **CFDA # 20.219 - Recreational Trails Program**
- ☐ **Not Applicable – 100% State Programmed Funds**

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF DUNWOODY, GEORGIA, hereinafter called "SPONSOR" (the “Agreement”). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # 0019791 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the SPONSOR hereby agree each with the other as follows:

1. The SPONSOR has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: **TBD**) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the DEPARTMENT’S Plan Development Process (hereinafter referred to as “PDP”), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit A. SPONSOR shall contribute to the PROJECT by funding those PROJECT costs as set out in Exhibit A.

3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. Further, the SPONSOR may be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

4. The SPONSOR shall accomplish the PE activities in accordance with and pursuant to the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost-effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes. If there is federal-aid highway program funding participation, the SPONSOR shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172 and the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there is no federal-aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR will let the PROJECT to construction on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and approve all aspects of the PROJECT provided, however, this review and approval authority does not relieve the SPONSOR of its responsibilities under the terms of this Agreement.

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the "Documents and Data") prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

9. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors, omissions or deficiencies within 30 days of notification shall cause the SPONSOR to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also

be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

☒ shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment..

- a. It is understood and agreed that the total estimated PE cost for the PROJECT is seven hundred fifty thousand dollars and zero cents (\$750,000.00).
- b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is six hundred thousand dollars and zero cents (\$600,000.00). The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount, which is the DEPARTMENT'S maximum obligation.
- c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.
- d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

12. EXHIBITS, ATTACHMENTS & APPENDICES. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – TIP Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Sexual Harassment Prevention Policy Compliance

APPENDIX C – Certification of THE CITY OF DUNWOODY Drug Free Workplace

APPENDIX D – Certification of Compliances

APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

APPENDIX G – Request for Qualifications (RFQ) and Prequalified Consultant Award Selection Package

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of SPONSOR, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix C of this Agreement.

PI # 0019791, DeKalb & Gwinnett

c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement ("Certification of Compliances") and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-1 *et seq.*) as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

e. By execution of this Agreement, the undersigned certifies on behalf of SPONSOR under penalty of law that SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 *et seq.*) and is not debarred from receiving financial assistance from the State of Georgia.

f. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

g. Pursuant to O.C.G.A. § 13-10-91, SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), as stated in Appendix A of this Agreement ("Georgia Security and Immigration Compliance Act Affidavit").

h. SPONSOR hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 *et seq.*); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 *et seq.*); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 *et seq.*). SPONSOR further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

i. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Policy, as stated in Appendix B of this Agreement.

j. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix F of this Agreement.

k. SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kimberly W. NesbittTitle: State Program Delivery Administrator600 West Peachtree Street, NW,25th Floor

SPONSOR

Name: Tiffany SiegelTitle: Capital Project Manager4800 Ashford Dunwoody RoadDunwoody, Georgia 30338

Revised: 11/18/2024

Packet page:...

Atlanta, Georgia 30308

Telephone#:(404) 631-1575

E-mail: knesbitt@dot.ga.gov

Telephone#:(678) 382-6869

Email: tiffany.siegel@dunwoodyga.gov

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY.

15. COST ESTIMATE. SPONSOR shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in . <https://www.dot.ga.gov/GDOT/pages/rightofway.aspx>. SPONSOR is advised that the C-9 discipline and all other applicable prequalifications must be current prior to the commencement of this work and throughout the term of the Agreement.

16. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

a. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

b. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

c. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

d. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

f. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

g. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the

Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

g. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. .

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, said PARTIES have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

THE CITY OF DUNWOODY, GEORGIA

By: _____
Commissioner

By: _____ (Seal)

Name: Mayor Lynn Deutsch

Attest:

Signed, sealed and delivered this _____,
in the presence of:

Treasurer

Notary Public (Notary Seal)

Name: _____
Title: _____

This Agreement, approved by
THE CITY OF DUNWOODY, on _____ (date)

Attest:

Name and Title

26-3687535
Federal Employer Identification
Number:

EXHIBIT A

PI # 0019791, DeKalb & Gwinnett #14.

FY 2024-2027 Transportation Improvement Program - Sorted by ARC Project Number

DK-469	WINTERS CHAPEL ROAD PATH PHASE II	Jurisdiction	DeKalb County	Existing	Planned	Length (mi.)	Network Year
0019791	FROM CHARMANT PLACE TO PEELER ROAD	Sponsor	City of Dunwoody	2	2	0.56	TBD
Programmed		Service Type	Last Mile Connectivity / Bicycle Facility		Analysis Exempt from Air Quality Analysis (40 CFR 93)		LCI <input type="checkbox"/> Flex <input type="checkbox"/>

	Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE	AUTH	2023	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$450,000	\$0,000	\$450,000
PE		2025	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	\$600,000	\$0,000	\$150,000	\$0,000	\$750,000
ROW		2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$300,000	\$0,000	\$300,000
CST		2028	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	\$1,500,000	\$0,000	\$375,000	\$0,000	\$1,875,000
				\$2,100,000	\$0,000	\$1,275,000	\$0,000	\$3,375,000



APPENDIX A GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI# 0019791, Winters Chapel Road fm Charmant Place to Peeler Road - Phase II
Sponsor Name:	THE CITY OF DUNWOODY
Sponsor Address:	4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity 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). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

224297

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

6/23/2009

Date of Authorization

City of Dunwoody

Name of Sponsor

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

Lynn Deutsch

Printed Name (of Authorized Officer or Agent)

Mayor

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20 ____

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

APPENDIX B

SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
- c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>;
- b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDIX C
CERTIFICATION OF THE CITY OF DUNWOODY
DRUG-FREE WORKPLACE

I hereby certify that I am a duly authorized representative of the City of Dunwoody whose address is 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338 and it is also certified 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 SPONSOR's employees during the performance of the contract; and
3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that 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 contract.

Date

Signature

Name:

Title:

APPENDIX D CERTIFICATION OF COMPLIANCES

I hereby certify that I am the duly authorized representative of the City of Dunwoody whose address is 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Signature

Name: _____

Title: _____

APPENDIX E TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non-discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by the SPONSOR official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The City of Dunwoody assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Dunwoody assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Official Name and Title

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

NOTICE TO SPONSOR COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, **THE CITY OF DUNWOODY**, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), 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.
2. **Nondiscrimination**
The SPONSOR, 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 subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in 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.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the SPONSOR 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 SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
The SPONSOR 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 State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
 - and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**
The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX F**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date



Request for Qualifications

To Provide

Engineering Design Services

GDOT PI 0019791, DeKalb and Gwinnett Counties

Winters Chapel Road from Charmant Place to Peeler Road - Phase II

Winter Chapel Road Path Phase II

RFQ 23-07

Qualifications Due: December 8, 2023 at 2:00PM

**City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA, 30338**

REQUEST FOR QUALIFICATIONS

PI 0019791

Engineering Design Services

I. General Project Information

A. Overview

The City of Dunwoody (the City) is soliciting Statement of Qualifications (SOQs) from qualified firm(s) to provide Engineering Design Consultant Services for the design of a shared-use path along the west side of Winters Chapel Road from Charmant Place to Peeler Road in the cities of Dunwoody and Peachtree Corners.

This Request for Qualifications (RFQ) seeks to identify potential providers for the Scope of Services for the project/contract listed in Exhibit I. Firms that respond to this RFQ and are determined by the City to be sufficiently qualified may be deemed eligible, and invited to offer a technical approach and/or possibly present and/or interview for these services. All respondents to this RFQ are subject to instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully. The City, at its discretion, reserves the right to reject any or all SOQs or Technical Approach, and to waive technicalities and informalities.

B. **IMPORTANT- A RESTRICTION OF COMMUNICATION IS IN EFFECT FOR THIS PROJECT.**

From the advertisement date of this solicitation until successful respondents are selected and the award is made official and announced, firms are not allowed to communicate about this solicitation or scope with any staff of the City including the Mayor and Council Members, except for the submission of questions as instructed in the RFQ, or with the contact designated in RFQ Section VIII.C., or as provided by any existing work agreement(s). For violation of this provision, the City reserves the right to reject the submittal of the offending respondent.

- C. Due to the federal funding, this project will utilize the Georgia Department of Transportation Board's adopted overall annual goal of 15% for Disadvantaged Business Enterprise (DBE) participation. This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint-venture or mentor/ protégé relationship.

The City will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation DBE Program Plan.

For more information on the GDOT DBE Program please contact:

Georgia Department of Transportation
Equal Opportunity Division
One Georgia Center, 7th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Phone: (404) 631-1972

D. Scope of Services

Under the terms of the resulting Agreement, the selected consultant will provide engineering design services, for the Project identified. The anticipated scope of work for the project/contract is included in **Exhibit I**.

In addition, the City desires that the Consultant have the ability to provide, either with its own forces or through a sub-consultant team member, comprehensive services necessary to fulfill all preliminary engineering services, which may arise during the project cycle.

E. Contract Term and Type

The City anticipates one (1) Multi-Phase, Project Specific contract to be awarded to one (1) firm, for the project/contract identified. The City anticipates that the payment method will be Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work, or Specific Rate of Compensation. As a Project Specific contract, it is the City's intention that the Agreement will remain in effect until successful completion of the Preliminary Engineering (PE) phase of the projects. The City may choose to utilize the selected consultant for construction revisions, administration, engineering and inspection. These items may be included in the contract scope.

F. Contract Amount

The Multi-Phase, Project Specific contract amount will be determined via negotiations with the City. If the City is unable to reach a satisfactory agreement and at reasonable rates to be paid for the services to be provided, the City reserves the right to terminate negotiations with the highest scoring finalist and begin negotiations with the next highest scoring finalist.

II. Selection Method

A. Method of Communication

All general communication of relevant information regarding this solicitation will be made via the Georgia Procurement Registry (GPR) under RFQ 23-07. All firms are responsible for checking the GPR on a regular basis for updates, clarifications, and announcements. The City reserves the right to communicate via electronic-mail with the primary contact listed in the SOQ. Other specific communications will be made as indicated in the remainder of this RFQ.

B. Phase I - Selection of Finalists

Based on the SOQ submitted in response to the project/contract listed in this RFQ, the Selection Committee will review the **Experience and Qualifications** and **Resources and Workload Capacity** listed in **Section IV, Selection Criteria for Phase I**. The Selection Committee will discuss the top submittals and the final rankings of the top submittals will be determined. From the final rankings of the top submittals, the Selection Committee will identify three (3) to five (5) firms which will be shortlisted.

All firms must meet the minimum requirements as listed in **Section IV.A.** below.

C. Finalist Notification for Phase II

Firms selected and shortlisted as finalists will receive notification and final instructions from the City regarding the **Phase II – Technical Approach** response.

D. Phase II - Finalists Response on Technical Approach and Past Performance

The City will request a **Technical Approach** of the three (3) to five (5) finalist firms for the project/contract. The City reserves the right to request a presentation/interview on any project/contract as determined in its best interest; however, this additional requirement shall typically be reserved for the most complex projects. Each finalist firm shall be notified in writing and informed of the Technical Approach due date. Any additional detailed Technical Approach instructions and requirements, beyond that provided in **Section V. Selection Criteria for Phase II**, for the finalists will be provided in the Finalist Notification. All members of the Selection Committee will review the Technical Approach (and will attend the presentation/interview if so chosen). **Firms shall not address any questions, prior to the award announcement, to anyone other than the designated contact.**

E. Final Selection

Final selection will be determined by carrying the scores from **Phase I** forward for each Finalist and by evaluating the **Technical Approach** and **Past Performance** criteria for **Phase II**. The Selection Committee will discuss the Finalist's Phase II Responses and the final rankings will be determined.

Negotiations will then be initiated with the top-ranked firm to finalize the terms and conditions of the contract, including the fees to be paid. In the event a satisfactory agreement cannot be reached with the highest-ranking firm,

The City will formally terminate the negotiations and possibly enter into negotiations with the second highest-ranking firm, and so on in turn until a mutual agreement is established and the City awards a contract. The final form of the contract shall be developed by the City.

III. Schedule of Events

The following Schedule of Events represents the City's best estimate of the Schedule that will be followed. All times indicated are prevailing times in Atlanta, Georgia. The City reserves the right to adjust the Schedule as deemed necessary.

PHASE I	DATE	TIME (EST)
a. Issue public advertisement of RFQ 23-07	11/ 7/ 2023	2:00PM
b. Deadline for submission of written questions and requests for clarification	11/17/2023	5:00PM
c. Last day for addendum publication	11/28/2023	5:00PM
d. Deadline for submission of Statements of Qualifications	12/8/2023	2:00PM
e. Complete evaluation and issue notification and other information to finalist firms	TBD	TBD
PHASE II		
f. Deadline for submission of written questions from finalists	TBD	TBD
g. Phase II Response of Finalist firms due	TBD	TBD

IV. Selection Criteria for Phase I - Criteria for Evaluation of Statements of Qualifications

A. Area Class Requirements and Certification

Presented teams must be prequalified in the indicated Area Class(es) in order to be evaluated. Required proof of prequalification shall be submitted as indicated in **Section VI.B.4** below. All Submittals will be pre-screened to verify that the Prime consultant has the required Area Class(es) and that the overall team has the required Area Class(es). Any submittal in which the Prime consultant or the overall team area class requirements are not met will be disqualified from further consideration.

Each submittal will require a certification to allow the City to analyze risks in determining if any Firm should be ineligible for award. The certification shall cover a wide variety of information. Any firm which responds in any potentially concerning manner must provide additional information as directed herein for consideration by the City to determine if Firm is eligible for award.

B. Project Manager, Key Team Leader(s) and Prime's Experience, and Qualifications – 30%

The Selection Committee will evaluate all firms on their Experience and Qualifications, which shall account for a total of thirty (30%) percent of the total evaluation. **The following criteria for scoring Phase I of the evaluation will be utilized to determine which firms are shortlisted:**

1. Project Manager education, registration, relevant engineering experience, relevant project management experience, experience in utilizing GDOT specific processes, manuals, or guidance.

2. Key Team Leaders' education, registration, relevant technical experience, and relevant experience in utilizing GDOT specific processes, manuals, or guidance.
3. Prime Consultant's experience in delivering projects of similar complexity, size, scope, and function.

C. Project Manager, Key Team Leader(s) and Prime's Resources, and Workload Capacity – 20%

The Selection Committee will evaluate all firms on their Resources availability and Workload Capacity which shall account for a total of twenty (20%) percent of the total evaluation. **The following criteria for scoring the Resources and Workload Capacity will be utilized to determine which firms are shortlisted:**

1. Project Manager Workload.
2. Workload capacity of Key Team Leader(s).
3. Resources dedicated to delivering project.
4. Ability to Meet Project Schedule.

V. Selection Criteria for Phase II - Criteria for Evaluation of Technical Approach and Past Performance

A. Technical Approach – 40%

The Selection Committee will evaluate the shortlisted firms (Finalists) on their Technical Approach, which shall account for a total of forty (40%) percent. The Selection Committee shall utilize the following additional criteria for scoring Phase II of the evaluation to determine the highest ranked/most qualified (**NOTE: Scores from Phase I will be carried forward and combined with the scores from the Phase II to determine the final ranking of Finalists**):

1. Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.
2. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures.
3. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the project, and project team's ability and willingness to meet time requirements.

B. Past Performance – 10%

The Selection Committee may consider information provided via references for relevant projects, knowledge any selection committee member has of performance on relevant projects, and performance evaluations or knowledge presented on GDOT projects. The Selection Committee will consider all factors in their totality and score from 0 to 10 when arriving at a final score for the Past Performance.

VI. Instructions for Content and Preparation of Statements of Qualifications – Phase I Response

The Statements of Qualifications submittal must be submitted in accordance with the instructions provided in Section VIII, and must be **organized, categorized using the same headings (in red), numbered, and lettered** exactly as outlined below, and must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. **It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the City to ensure compliance with the page limitations.**

Cover page – Each project/contract submittal must have a separate cover page for each required copy of the submittal and must include the RFQ#, RFQ Title, Proposing firm's full legal name, Specific project contract being submitted including the PI Number, City of Dunwoody RFQ No., Project Description.

A. Administrative Requirements

It is required to submit the information below for each required copy of the submittal. This is general information and will not be scored but may be used to determine eligibility for selection. **Under**

Administrative Requirements section, only submit the information requested; additional information will be subject to disqualification of your firm.

1. **Basic company information:**
 - a. **Company name.**
 - b. **Company Headquarter Address.**
 - c. **Contact Information** - Name and all contact information (telephone number(s) and e-mail address) of primary proposing contact (this will be the individual who will receive all communications).
 - d. **Company website** (if available).
 - e. **Georgia Address(es)**
 - f. **Staff** - List the disciplines and associated number of staff members employed in each office in the State of Georgia.
 - g. **Ownership** - Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the Offeror a sole proprietorship, partnership, corporation, limited liability Corporation, or other structure?
2. **Certification Form** - Complete the Certification Form (*Exhibit "II" enclosed with RFQ*) and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the Prime ONLY.
3. **Georgia Security and Immigration Compliance Act Affidavit** - Complete the form (*Exhibit "III" enclosed with RFQ*) and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the Prime ONLY.
4. **Addenda** - Signed cover page of any Addenda issued by the Prime ONLY.

B. Experience and Qualifications

1. **Project Manager** - Provide information pertaining to the project manager, including but not limited to:
 - a. **Education**
 - b. **Registration** (if necessary and applicable)
 - c. **Relevant engineering experience**
 - d. **Relevant project management experience** for projects of similar complexity, size, scope, and function.
 - e. **Relevant experience utilizing all applicable processes, manuals, or guidance**, including but not limited to GDOT's Plan Development Process, GDOT's Design Policy Manual, GDOT's Environmental Procedures Manual, GDOT's Utility Accommodations Policy and Standards Manual etc.

This information is limited to two (2) pages maximum. Respondents submitting more than two (2) pages for Project Manager will be subject to disqualification.

2. **Key Team Leaders** - Provide experience of Key Team Leaders (defined as those individuals who oversee project areas determined as particularly important to each specific project, refer to the Project Description in **Exhibit I, specifically Section 6** for the list of Key Team Leaders for each Project). For each Key Team Leader identified provide:
 - a. **Education**
 - b. **Registration** (if necessary and applicable.)
 - c. **Relevant experience** in the applicable resource area of the most relevant projects.
 - d. **Relevant experience utilizing all applicable processes, manuals, or guidance**, including but not limited to GDOT's Plan Development Process, GDOT's Design Policy Manual, GDOT's Environmental Procedures Manual, GDOT's Utility Accommodations Policy and Standards Manual etc. which are specific to the key team leader's area.

This information is limited to one (1) page maximum for each Key Team Leader identified in Section 6 of Exhibit I. Respondents submitting more than one (1) page for each Key Team Leader identified or more than one (1) person as Key Team Leader on same page will be subject to disqualification. Respondents who provide more Key Team Leaders than what is outlined in the requirement will be subject to disqualification as this would provide an advantage over firms who complied with the requirement and had the required number of Key Team Leaders. Respondents who do not provide the required Key Team Leaders will be subject to disqualification as this does not meet the requirements of the project and therefore would deem the respondent and its team unqualified for the award.

3. **Prime Experience** - Provide information on the prime's experience and ability in delivering effective services for projects of similar complexity, size, scope, and function, which demonstrate the firm's capabilities to provide services for the City. For each project, the following information should be provided:
 - a. **Client name, project location and dates** during which services were performed.
 - b. **Description of overall project and services performed** by your firm.
 - c. **Duration of project services provided** by your firm, and overall project budget.
 - d. **Experience utilizing GDOT specific processes, manuals, or guidance** (Plan Development Process, Design Policy Manual, Environmental Procedures Manual, etc.)
 - e. **Client(s) current contact information** including contact names, telephone numbers and email address.
 - f. **Involvement of Key Team Leaders** on the projects.

This information is limited to three (3) pages maximum.

4. **Area Class Summary Form and Notice of Professional Consultant Qualifications** - Prime Consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom the City will contract. The Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. Prime Consultants and their sub-consultant team members must meet the Area Class requirements listed in Exhibit I Section 4 for each project on which they apply. In regard to the required Area Classes, for each project/contract on which they apply, respondents should submit a summary form (example provided in Exhibit IV) which details the required area classes for the Prime Consultant and all sub-consultants or joint-venture of consultants on the team listed in the Statement of Qualifications (SOQs). The area classes and firm's meeting the area classes listed on the summary form must meet all required area classes or the team will be disqualified. If a team member's prequalification will expire prior to the due date of the SOQs, documentation must be provided which shows that the firm has submitted its application for prequalification prior to the SOQ due date. The team must maintain its prequalification certification in order to be considered eligible for award if selected. **Additionally, respondents should submit the Notice of Professional Consultant Qualifications (for the Prime Consultant and all sub-consultants for each project) issued by GDOT and attach it after the Area Class summary form.**

This information is limited to the one (1) page for the Area Class table (unless the project requires an extensive list of area classes, which may exceed the one page) and the required Notice of Professional Consultant Qualifications.

C. Resources/Workload Capacity

1. **Overall Resources** - Provide information regarding the overall resources dedicated to delivering the project, including:
 - a. **Organizational chart** which identifies the project manager, prime, Key Team Leaders, support personnel, and reporting structure. This chart may be submitted on a 11" x 17" page. **(Excluded from the page count)**
 - b. **Primary Office** - Identify and discuss the primary office which will be responsible for handling the specific project and the number and types of staff within the office and how this office could benefit the project and promote efficiency. **This information is to be included on the one (1) page with the Narrative on Additional Resource Areas and Ability.**
 - c. **Narrative on Additional Resource Areas and Ability** – Respondents are to provide information regarding additional resource areas identified as important to the project, to discuss how the key areas will integrate and work together on the project, to discuss any information which is pertinent to these areas, to provide a narrative regarding how the organization of the team, including the Project Manager and Key Team Leaders can deliver the project on schedule given their workload capacity. (The City recognizes that some individuals may be able to meet the schedule while carrying heavier project loads.) Respondents may discuss the advantages of your team and the abilities of the team members which will enable the project to meet the proposed schedule as identified in **Exhibit I Section 7** (where applicable). If there is no proposed schedule, discuss the advantages of the team and the abilities of the team members which will enable the project to move as expeditiously as possible. **Respondents submitting more than the one (1) page allowed (combined for C1.b. and C1.c.), will be subject to disqualification.**

2. **Project Manager Commitment Table** - Provide a list of ALL projects (GDOT, other governments and private contracts. NOTE: Information may be validated, any firm determined not to be listing all projects may be subject to disqualification) on which the proposed project manager is currently committed, to enable the City to ascertain the project manager's availability. Utilize a table similar to the following format with a minimum of all criteria indicated to provide the requested information:

Project Manager	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

3. **Key Team Leader Project Commitment Table** - Provide a table similar to following format below, with a minimum of all criteria indicated, which identifies ALL projects for the Key Team Leaders (refer to the Project Description in **Exhibit I**, specifically **Section 6** for the list of Key Team Leaders for each Project) are committed on to enable the City to ascertain the available capacity.

Key Team Leader	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

This information is limited to the organization chart (excluded from page count), [one (1) page of text to include both C1.b. Primary Office and C1.c. Narrative on Additional Resource Areas and Ability], and the tables.

VII. Instructions for Preparing Technical Approach and Past Performance Response – Phase II Response

The following information will only be requested of the shortlisted firms. The Selection Committee will evaluate the shortlisted firms using the information provided as requested below (NOTE: Scores from Phase I will be carried forward to Phase II):

The Phase II response must be submitted in accordance with the instructions provided in Section IX, and must be **organized, categorized using the same headings (in red), numbered, and lettered** exactly as outlined below, and must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. **It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the City to ensure compliance with the page limitations.**

Phase II Cover page – Each submittal must have a separate cover page for required copy of the Phase II submittal and each must indicate the response is for Phase II Submittal and include the RFQ#, RFQ Title, Proposing firm's full legal name, Specific project contract being submitted including the PI Number(s), County(ies), and Project Description.

A. **Technical Approach**

1. Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.
2. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures.

3. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project, and your ability and willingness to meet time requirements.

This information will be limited to a maximum of three (3) pages.

B. Past Performance

No additional information should be submitted to fulfill this requirement. Information from the relevant projects listed as well as information on file with the City will be used to fulfill this requirement.

Past performance may be evaluated through the checking of project references for the proposed project manager as well as the firm. The City will check these references at random. For this reason, attention should be paid to the references provided to ensure that the contact information provided is accurate and the individual references are reachable. Other past performance information which may be utilized includes knowledge that any member of the Selection Committee has pertaining to the past performance of the firm on any project.

VIII. Instructions for Submittal for Phase I - Statements of Qualifications

- A. One (1) electronic version submittal required on a thumb-drive included with one (1) hard copy unbound original Statement of Qualification submittal package. The submittal must follow the format and meet the content requirements identified in **Section VI, entitled Instructions for Content and Preparation of Statements of Qualifications – Phase I Response**. See **Attachment 1** for a summary of how the submittals should be prepared.
- B. Submittals must be typed on standard (8½" x 11") paper. The pages should be numbered; however, submittal pages will be counted by section to determine compliance with page limits. Responses are limited to the page counts indicated in each section using a minimum of size 11 font. Page counts will be determined by pages with print on them, not by the physical piece of paper. Each Statement of Qualifications shall be prepared simply and economically as indicated above. Colored displays and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

NOTE: Additional pages other than what has been specified above in each section should not be included and will be grounds for disqualification. Submittals are limited to the information requested in Section VI. Instructions for Content and Preparation of Statements of Qualifications - Phase I Response only. Hyperlinks or embedded video are not allowed.

Statements of Qualifications submittals must be a PDF document for each project/contract. Each PDF document must follow the naming convention for electronic records as follows: the proposing firm's full legal name, RFQ#, RFQ Title and the specific project contract number being submitted. Submit one (1) Statement of Qualification hard copy unbound document and one (1) PDF electronic version on a thumb drive to:

City of Dunwoody
Purchasing Department
Attn: John Gates
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
john.gates@dunwoodyga.gov

Statements of Qualifications package **must be received by the City** prior to the deadline indicated in the Schedule of Events (**Section III of RFQ**).

No submittals will be accepted after the time and date set for receipt.

Responses submitted via facsimile or e-mail will be rejected. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

The City reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the City.

C. Questions and Requests for Clarification

Questions about any aspect of the RFQ, or the project, shall be submitted in writing via e-mail to --- John Gates at john.gates@dunwoodyga.gov. The deadlines for submission of questions relating to the RFQ are the times and dates shown in the **Schedule of Events (Section III)**. From the issue date of this solicitation until a successful proposer is selected and the award is made official and announced, respondents are subject to the Restriction of Communication in **Section I.B.**

IX. Instructions for Submittal for Phase II – Technical Approach and Past Performance Response

THESE INSTRUCTIONS ARE INTENDED SOLELY FOR THOSE FIRMS IDENTIFIED AND NOTIFIED AS FINALISTS. Final Instructions will be provided to the Finalists in the notification.

Please note that each project/contract will follow an individual schedule which meets the availability of each Selection Committee. For this reason, the Notice to Selected Finalists and resulting Phase II responses may be on different schedules for each project/contract.

- A. One (1) electronic version submittal required on a thumb-drive included with one (1) hard copy unbound original Technical Approach submittal package. The submittal package must follow the format and meet the content requirements identified in **Section VII**, entitled **Instructions for Preparing Technical Approach and Past Performance Response - Phase II Response**. See **Attachment 2** for a summary of how the submittals should be prepared.
- B. Submittals must be typed on standard (8½" x 11") paper. The pages should be numbered, however, submittal pages will be counted by section to determine compliance with page limits. Responses are limited to the page counts indicated in each section using a minimum of size 11 font. Page counts will be determined by pages with print on them, not by the physical piece of paper. Each Statement of Qualifications shall be prepared simply and economically as indicated above. Colored displays and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

NOTE: Additional pages other than what has been specified above in each section **should not be included and will be grounds for disqualification**. Submittals are limited to the information requested in Section VII. Instructions for Preparing Technical Approach and Past Performance Response-Phase II Response only. Hyperlinks or embedded video are not allowed.

Technical Approach submittal must be a PDF document for each project/contract. Each PDF document must follow the naming convention for electronic records as follows: the proposing firm's full legal name, RFQ#, RFQ Title and the specific project contract being submitted. Submit one (1) Technical Approach hard copy unbound document and one (1) PDF electronic version on a thumb drive to:

City of Dunwoody
Purchasing Department
Attn: John Gates
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
john.gates@dunwoodyga.gov

If a firm is responding to multiple projects/contracts, each submittal must be separately submitted using the naming convention for electronic records.

Technical Approach **must be received by the City** prior to the deadline indicated in Notice to Selected Finalists.

No submittals will be accepted after the time and date set for receipt.

Responses submitted via facsimile or e-mail will be rejected. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The City is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals

“proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

The City reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the City.

C. Questions and Requests for Clarification

Questions about any aspect of the Phase II Response for Finalists, shall be submitted in writing via e-mail to --- John Gates, john.gates@dunwoodyga.gov --- or as directed in the Notice to Selected Finalists, if different. The deadlines for submission of questions relating to the Phase II Response will be identified in the Notice to Selected Finalists. From the issue date of this solicitation until a successful proposer is selected and the award is made official and announced, respondents are subject to the Restriction of Communication in **Section I.B.**

X. Terms and Conditions

A. Statement of Agreement

With the submission of a Statement of Qualifications (SOQ), the respondent agrees that he/she has carefully examined the Request for Qualifications and agrees that it is the respondent's responsibility to request clarification on any issues in any section of the Request for Qualifications with which the respondent disagrees or needs to be clarified. The respondent also understands that failure to mention these items during the question period or in the SOQ will be interpreted to mean that the respondent is in full agreement with the terms, conditions, specifications, and requirements in the therein. With submission of a SOQ, the respondent hereby certifies: (a) that this SOQ is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; (b) that respondent has not directly or indirectly included or solicited any other respondent to put in a false or insincere SOQ; (c) that respondent has not solicited or induced any person, firm, or corporation to refrain from sending a SOQ.

The respondent also understands that failure to provide required information may result in disqualification. Failure to provide administrative information may not result in disqualification. The City, at its discretion, may notify the respondent that administrative information is not provided or there was an error in the information provided, **and** the City will allow a respondent to provide an update to the administrative information. However, the exception to this is the provision of the required **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**, which by Georgia Law requires disqualification of the response. The above changes mentioned to administrative information would be considered allowable as these would be limited to changes which **do not** affect the information which the evaluators use to score the respondents. Failure of a respondent to provide the specific administrative information as required in the notice will result in disqualification. Any respondent who provides changes in addition to the information requested in the notice shall be subject to disqualification. Failure of a respondent's SOQ to provide any information pertaining to a respondent and its teams qualifications, of any type, will subject the SOQ to disqualification. The City will not allow updates to qualifications to be provided to avoid disqualification as this would allow a respondent to modify its SOQ and alter the information which evaluators would score. The above changes related to qualifications would not be allowable as these would allow changes which **do** affect the information which the evaluators use to score the respondents SOQ.

B. Joint-Venture Proposals, Sub-Consultants, and Vendors

The City does not generally desire to enter into “joint-venture” agreements with multiple firms. In the event two or more firms desire to “joint-venture”, it is strongly recommended that one incorporated firm propose and maintain status as the Program Management firm with the remaining firms participating as major firms. Any joint-venture, proposed and established as a separate business entity, should have its own set of books and supporting documentation sufficient for an audit trail. Transactions should be recorded consistent with the joint-venture agreement, and care must be taken to ensure that the joint-venture bears its equitable share of the costs. Therefore, “unpopulated joint-ventures” would not have an adequate accounting system suitable for cost reimbursement contracts.

However more traditional “populated joint-ventures” are welcomed. A populated joint-venture is where an alliance is brought to life by infusing it with working capital, employees, and control systems. The alliance implements all necessary business systems, including payroll processing, purchasing, property control, etc.. The alliance will develop its own indirect rate structure and calculates its own indirect cost rates, based on the direct and indirect costs it incurs.

Sub-Consultants shall generally be considered any team member which is performing any service which typically requires prequalification, which is subject to the Audit and Accounting System Requirements, and whose services are billed as costs. Sub-Consultant Team Members must be written into the resulting Agreement and are subject to all terms and conditions in the Agreement. Vendors shall be considered any team member which is performing any service which typically does not require prequalification, which is not subject to the Audit and Accounting System Requirements, and whose services are billed as direct expenses. Vendors may not be written into the resulting Agreement and may not be subject to all terms and conditions in the Agreement.

C. **Non-Discrimination and Disadvantaged Business Enterprise (DBE) Requirements**

The City, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

The City has adopted a 15% Disadvantaged Business Enterprise (DBE) participation goal assigned to this scope of services. This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint-venture or mentor/ protégé relationship.

For more information on the GDOT DBE Program please contact:

Georgia Department of Transportation
Equal Opportunity Division
One Georgia Center, 7th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Phone: (404) 631-1972

D. **Audit and Accounting System Requirements**

The City reserves the right to reject any proposal with firms that do not meet the following requirements:

1. Firm(s) should have an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
2. Any firm that currently has an aggregate contract amount exceeding \$250,000 should have submitted their yearly CPA overhead audit.
3. Firm(s) should have no significant outstanding deficient audit findings from previous contracts with the City that have not been resolved.
4. The prime is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

E. **Submittal Costs and Confidentiality**

All expenses for preparing and submitting responses are the sole cost of the respondent submitting the response. The City is not obligated to any respondent to reimburse such expenses. All submittals upon receipt become the property of the City. Labeling information provided in submittals as “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until a final award.

F. Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the City and does not obligate the City to procure or contract for any services. Neither the City nor any respondent submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the City and a respondent containing such terms and conditions as are negotiated between those parties. The City reserves the right to waive non-compliance with any requirements of this Request for Qualifications and to reject any or all proposals submitted in responses. Upon review of responses, the City will determine the respondent(s) proposal that in the sole judgment of the City is in the best interest of the City (if any is so determined), with respect to the evaluation criteria stated herein. The City then intends to conduct negotiations with such respondent(s) to determine if an acceptable contract may be reached.

G. Debriefings

The City will not respond to requests for debriefings until after a contract is awarded. After the contract is awarded, the scoring and review documents will be available for review upon request.

H. Right to Cancel or Change RFQ

The City reserves the right to cancel any and all Request for Qualifications where it is determined to be in the best interest of the City to do so. The City reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for this advertisement to routinely check the posting on the Georgia Procurement Registry for any revisions to this RFQ.

I. Substitutions, Alternates, Exceptions, and Extensions

No substitutions or alternates will be accepted for this solicitation. Any respondent submitting substitutions or alternates will be considered non-responsive and will not be considered for award.

J. Code of Conduct Pertaining to Conflict of Interest in the Award and Administration of Contracts

Contractor warrants and represents that:

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

The firm is not presently subject to any agreement with a competitor or with any other party that will prevent the firm from performing in full accord with this Agreement; and

The firm is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement; and

The firm 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.

EXHIBIT I

Winter Chapel Road Path Phase II

1. PI Number: 0019791
2. County(ies): DeKalb and Gwinnett Counties
3. Description: **Winter Chapel Road Path Phase II.** The project consists of a 12-foot shared-use path (SUP) along the west side only of Winters Chapel Road between Charmant Place and Peeler Road in the cities of Dunwoody and Peachtree Corners. In addition to the shared-use path, the project will add lighting and street trees along the corridor. The project connects residential areas on the north end of the project to a MARTA bus route and commercial node at the south end of the project.
4. Required Area Classes:

Prime Consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom the City will contract. The Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. The Prime Consultant must be prequalified in the Area Classes identified below in Section 4.A. The Prime Consultant or sub-consultant team members must be prequalified in the Area Classes identified below in Section 4.B. Respondents should submit a summary form (example provided in **Exhibit IV**) which details the required area classes for the Prime Consultant and all sub-consultants or joint-venture of consultants on the team listed in the Statement of Qualifications. The area classes listed on the summary form must meet all required area classes or the team will be disqualified. The Prequalification Expiration Date must be current by the deadline stated for this RFQ.

- A. The **Prime Consultant** **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
3.13	Facilities for Bicycles and Pedestrians

- B. The **Team** (either the Prime Consultant and/or one or more of their sub-consultant team members) **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
1.06(a)	NEPA Documentation
1.06(b)	History
1.06(c)	Air
1.06(d)	Noise
1.06(e)	Ecology
1.06(f)	Archaeology
1.06(h)	Bat Surveys
1.07	Attitude, Opinion, and Community Value Studies (Public Involvement)
1.10	Traffic Projections
3.02	Two-Lane or Multi-lane Urban Roadway Design
3.06	Traffic Operations Studies
3.07	Traffic Operations Design
3.08	Landscape Architecture Design
3.10	Utility Coordination
3.15	Highway and Outdoor Lighting
5.01	Land Surveying
5.02	Engineering Surveying
5.08	Overhead/Subsurface Utility Engineering (SUE)
6.05	Hazardous Waste Site Assessment Studies
8.01	Construction Engineering and Supervision
9.01	Erosion, Sedimentation, and Pollution Control Plan
9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations

5. Scope: The Consultant shall provide development of the following scope and other items, as dictated by GDOT's Plan Development Process (PDP). All deliverables shall be in accordance with, but not limited to, GDOT's Plan Development Process (PDP), GDOT's Electronic Data Guidelines (EDG), GDOT Design Policy Manual, GDOT Drainage Manual, GDOT's Plan Presentation Guide (PPG), National Environmental Policy Act (NEPA), Georgia Environmental Policy Act (GEPA) and the GDOT Environmental Procedures Manual.

The Consultant shall provide:

- A. The Consultant shall provide data collection and traffic projections in accordance with the current GDOT Design Traffic Forecasting Manual.
 - 1. Traffic methodology.
 - 2. Intersection turning movement counts.
 - 3. Mechanical Counts.
 - 4. Traffic Projections.
 - 5. Traffic Diagrams.
- B. Prepare a Concept Report and submit for approval.
 - 1. Public Involvement Plan (for GDOT's approval).
 - 2. Traffic Studies.
 - 3. Cost estimates:
 - i. Conceptual Construction cost estimate.
 - ii. Conceptual right-of-way cost estimate utilizing vendor from GDOT's Right-of-Way services prequalified contractor list.
 - 4. Prepare concept layouts and alignment alternatives.
 - 5. Initial Concept Meeting Preparation and Attendance.
 - 6. Approved Concept Report.
 - 7. Concept Design Data Book.
 - 8. Concept Meeting Preparation and Attendance.
 - 9. Prepare a Public Involvement Plan
- C. Database Preparation:
 - 1. Complete Survey Control Package
 - 2. Complete Survey Database to meet GDOT Automated Survey Guidelines current edition.
 - 3. Property Information and Owners Report (with updates).
 - 4. Extended survey limits, if needed.
 - 5. Survey package report.
 - 6. Right of Way Staking (2)
 - 7. Collect Pipe Conditions for all Cross Drains
 - 8. Prepare and Distribute Right of Entry Letter (Survey and Environmental) with City signatures.
 - 9. Collect overhead utilities and perform and incorporate SUE (GPR, minimum).
- D. Environmental Document
 - 1. Necessary Environmental Special Studies Survey Reports, and Assessment of Effects for Air, Noise, Ecology, Aquatics, Archaeology, History, and NEPA.
 - 2. Agency coordination including multiple meetings to ensure consistency of expectation, design, and clearance limits.
 - 3. NEPA Document
 - 4. Environmental Approval.
 - 5. NEPA Reevaluations, as required.
 - 6. 404 Permit Applications and Stream Buffer Variances as required.
 - 7. Section 7 Coordination as required.
 - 8. Protected Species Surveys including Aquatic and Terrestrial Surveys, as required.
 - 9. Bat surveys and associated reports as required.
 - 10. Public Involvement (Public Involvement Open House (PIOH) and associated coordination with GDOT.
 - 11. Prepare for and attend the Preliminary Field Plan Review (PFPR), Constructability Review, and Final Field Plan Review (FFPR).
 - i. Prepare for and attend meetings.

- ii. Review Environmental resource Impact Table (ERIT)
- iii. Review PFPR/FFPR reports and provide written responses to any environmental comments.
- 12. Review ROW plans for Certification for Right-of-Way.
- 13. Certification for Let.
- 14. Approved Logical Termini Form as required.
- 15. TPro and P6 Updates.
- 16. Practical Alternatives Report (PAR) (as needed).
- 17. Preparation of Environmental Commitments Table "Green Sheet" and Environmental Resource Impact Table (ERIT).
- 18. Prepare for and attend the Avoidance and Minimization Measures Meeting (A3M).
- 19. Assess Impacts to Land Use, Parks, Communities, Community Resources, Cemeteries, Farmlands, USTs.
- 20. NEPA Management including Early Coordination, Project Meetings, Meeting Notes, Schedule Updates.

E. Preliminary Design:

- 1. Complete Preliminary Roadway Plans, including but not limited to:
 - a. Preliminary Signing and Marking Plans.
 - b. Preliminary Signal Plans, if needed.
 - c. Preliminary Drainage Plans.
 - d. Preliminary Landscaping Plans.
 - e. Preliminary Retaining Walls and Envelopes.
 - f. Preliminary Utility Plans.
 - g. Preliminary Staging Plans.
 - h. Preliminary Staging & Erosion Control Plans.
 - i. Prepare for and attend Constructability Review Meeting.
 - j. Prepare for and attend A3M Meeting.
 - k. Prepare for and attend ROW-Utility Meeting.
 - l. Underground Storage Tanks (UST)/Hazardous Waste Studies (Phase I & Phase II as needed).
 - m. AASHTOWARE Preliminary cost estimate with annual updates.
 - n. Preliminary Field Plan Review (PFPR) participation, report, and responses (all plan sets and other information requested by Engineering Services).
 - o. Design exceptions and variances, as needed.
 - p. Preliminary special provisions.
 - q. Subsurface/Overhead Utility Engineering (SUE) (as needed).
 - r. First Submission Utility Coordination.
 - s. MS4 report (as needed).
 - t. Intersection sight distance study.
 - u. Quality Assurance/Quality Control (QA/QC) Reviews.
- 2. 30% Construction Plans Submittal to include preliminary cross-sections, preliminary wall analysis and details, and preliminary right of way and easement requirements.
 - a. City Staff will review and comment on 30% submittal package.
 - b. 30% Cost Estimate for design, right of way and utilities.
- 3. Complete 60% Construction Plans Submittal to include preliminary roadway plans, profiles, drainage maps, drainage profiles, cross sections, utility plans, signing and marking Plans, wall envelopes and details, erosion and sedimentation control plans, etc.
 - a. City Staff will review and comment on 60% submittal package prior to GDOT's PFPR submission.
 - b. Hydrology and Hydraulic Report to be approved by the City Engineer per the City's guidelines.
 - c. MS4 report to be approved by the City Engineer per the City's MS4 Permit.
 - d. 60% Cost Estimate (with updates).

F. Right-of-Way (ROW) Plans:

- 1. Attend ROW/Utility Team Meeting.
- 2. Prepare, Revise, and deliver final Right-of-Way Plans.
- 3. Prepare a ROW Cost Estimate for Approval per the GDOT Policy 3A-9 by a GDOT prequalified consultant.
- 4. Coordinate field review of right-of-way plans and staking.
- 5. Right-of-Way revisions during acquisitions.
- 6. Coordination with GDOT Right-of-Way Office during acquisitions.
- 7. Property Owners' meetings.

8. Preliminary Right of Way cost estimate with annual updates until Right of Way is authorized.
9. Location and Design Report and Approval.

G. Final Design

1. Final Field Plan Review (FFPR) coordination, participation, report, and responses (All plans and other information requested by GDOT Engineering Services).
2. Erosion Control Plans – with review from the EPD.
3. Corrected FFPR Plans
4. Cost Estimation System AASHTOWARE Final Cost Estimate
5. Final Right-of-Way Plans.
6. Final Construction Plans (stamped and sealed by a Georgia Licensed Professional Engineer), Specifications, and Estimates (PS&E) Package.
7. Amendments and Revisions.
8. Final Design Data Book.
9. Utility Plans/Second Submission Utility Coordination.
10. Complete Final Roadway Plans, including but not limited to:
 - a. Final Signing and Marking Plans
 - b. Final Signal Plans, if needed.
 - c. Final Staging and Erosion Control Plans
 - d. Final Drainage Plans.
 - e. Final Landscaping Plans.
 - f. Final Utility Plans.
 - g. Final Retaining Walls and Envelopes.
11. Update to all Environmental Special Studies Reports and NEPA Reevaluation, as required.
 - a. History
 - b. Ecology
 - c. Air
 - d. Noise
 - e. Archaeology
 - f. Freshwater Aquatic and other protected species surveys, as needed.
12. Special Provisions.
13. Quality Assurance/Quality Control (QA/QC) Reviews.

H. Construction:

1. Use on Construction Revisions
2. RFI Response.
3. Construction Revisions.
4. Review of Shop Drawings as required.

I. Quality Assurance/Quality Control Reviews for all deliverables.

- J. Attendance and meeting minutes of monthly meetings to discuss progress and/or issues (additional meetings may be required to resolve project issues).
- K. Prepare, reproduce, and distribute Preliminary Field Plan Review (PFPR) and Final Field Plan Review (FFPR) Package, address/respond to comments, and make plan changes. The Consultant shall provide written responses to all Field Plan Review Reports to the City's project manager no later than 72 hours prior to the distribution deadline and to the GDOT's project manager no later than 48 hours prior to the distribution deadline.
- L. Prepare, reproduce, and distribute preliminary and final plans and all supporting documents/files as requested throughout the project life.

Project Deliverables: The following items shall be completed and delivered by the Consultant.

- A. Approved Traffic
- B. Approved Concept Report
- C. Air Quality Impact Assessment, if needed.
- D. Noise Assessment Report, if needed.
- E. Noise Barrier Analysis, if needed.

- F. Ecology Reports.
- G. Section 404 General Permit application, if needed.
- H. Stream Buffer Variance application, if needed.
- I. Archaeology Management Summary and Phase 1 Survey Report
- J. History Survey Report.
- K. Cultural Resources Assessment of Effects (AOE).
- L. Special Provisions, if needed.
- M. Public Information Open House (PIOH) or Detour Open House (OH) materials: legal advertisement, handout, displays, synopsis, summary of comments, and comment response letters.
- N. Categorical Exclusion (CE).
- O. Environmental Commitments Table (ECT).
- P. Special studies addenda or memos, as needed, for Let authorization.
- Q. CE Reevaluation for Let authorization.
- R. Preliminary Field Plan Review (PFPR) and Final Field Plan Review (FFPR): review of ERIT, meeting attendance, and responses to environmental comments.
- S. Approved ESA/UST Phase I Report
- T. Approved ESA/UST Phase II Report (as needed)
- U. First Utilities Submission
- V. PFPR Plans
- W. PFPR Responses
- X. Approved L&D
- Y. Approved Right of Way Plans and revisions as required.
- Z. Preliminary submittal of construction plans for lighting design.
- AA. Secondary submittal of construction plans for lighting design.
- BB. Final submittal of construction plans for lighting design.
- CC. Lighting plans and special provisions.
- DD. Second Utilities submission
- EE. Final Design Databook
- FF. Approved Stormwater Report (as needed)
- GG. Approved Design Exceptions/Variances (as needed)
- HH. FFPR Plans
- II. FFPR Responses
- JJ. Corrected FFPR Plans
- KK. Final Plans
- LL. Prepare Cost Estimate Updates including Approved ROW Cost Estimate with annual updates.
- MM. Meeting Minutes
- NN. Electronic Copy of all Data and Design Files

6. Related Key Team Leaders:

- A. Design
- B. Environment
- C. Utilities
- D. Survey
- E. Public Involvement

7. The following milestones are proposed:

- A. Preliminary Engineering Notice to Proceed – FY 2024
- B. Limited Scope Concept Report Submittal – FY 2025
- C. PFPR – FY 2027
- D. ROW Authorization – FY 2027
- E. FFPR – FY 2028
- F. Let Construction Contract – FY 2028

8. Additional Information

- A. Peachtree Corners – Dunwoody Winters Chapel Road Area Study adopted by Dunwoody City Council on April 27, 2015. The document can be found at the following website:
<https://www.dunwoodyga.gov/home/showpublisheddocument/590/637352883385830000>
- B. Winters Chapel Multi-use Trail Phase 1 project information can be found at the following website:
<https://www.dunwoodyga.gov/government/projects/public-works/winters-chapel-corridor-multiuse-trail>
- C. Dunwoody Trail Master Plan adopted by Dunwoody City Council on May 22, 2023. The document can be found at the following website:
<https://www.dunwoodyga.gov/home/showpublisheddocument/2898/638211390365870000>

DRAFT

EXHIBIT II
CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____
_____ (firm) and hereby duly certify that I have read and understand the
information presented in the attached proposal and any enclosure and exhibits thereto.

Initial each box below indicating certification. The person initialing must be the same person who signs the Certification Form. (If unable to initial any box for any reason, place an "X" in the applicable box and attach a statement explaining the non-certification. The City of Dunwoody (the City) will review and make a determination as to whether or not the firm shall be considered further or disqualified).

- ☐ I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete and truthful.
- ☐ I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings, nor is any team members/principals currently under indictment for any reason related to actions on public infrastructure projects.
- ☐ I further certify that I understand that Firms included on the current Federal list of firms suspended or debarred are not eligible for selection and that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency.
- ☐ I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract, nor has been removed from a contract or failed to complete a contract as assigned due to cause or default.
- ☐ I further certify that the firm or any affiliate(s) has not been involved in any arbitration, litigation, mediation, dispute review board or other dispute resolution proceeding with a client, business partner, or government agency in the last five (5) years involving an amount in excess of \$500,000 related to performance on public infrastructure projects.
- ☐ I further certify that there are not any pending regulatory inquiries that could impact our ability to provide services if we are the selected consultant.
- ☐ I further certify that there are no possible conflicts of interest created by our consideration in the selection process or by our involvement in the project.
- ☐ I further certify that the submitting firm's annual average revenue for the past five (5) years is sufficient to allow the services to be delivered effectively by our firm and that there are no trends in the revenue which may be concerning other than normal market fluctuations.
- ☐ I further certify that in regards to Audit and Accounting System Requirements, that the submitting firm:
- I. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
 - II. Has submitted its yearly Certified Public Accountant overhead audit if it currently has an aggregate contract amount exceeding \$250,000.
 - III. Has no significant outstanding deficient audit findings from previous contracts with the City that have not been resolved.
 - IV. Is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the City may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the City may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the City to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial or rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Sworn and subscribed before me

This ____ day of _____, 20____.

Signature _____

NOTARY PUBLIC

My Commission Expires: _____

NOTARY SEAL

EXHIBIT III

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Consultant's Name:	
Address:	
Solicitation No./Contract No.:	RFQ 23-07
Solicitation/Contract Name:	GDOT PI 0019791, DeKalb & Gwinnett Counties, Winter Chapels Road fm Charmant Place to Peeler Road - Phase II

CONSULTANT AFFIDAVIT

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the City 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 Consultant will continue to use the federal work authorization program throughout the contract period and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with sub-consultants who present an affidavit to the Consultant with the information required by O.C.G.A. § 13-10-91(b). Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Consultant

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

Printed Name (of Authorized Officer or Agent of Consultant)

Title (of Authorized Officer or Agent of Consultant)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 202__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

EXHIBIT IV Area Class Summary Example

Respondents should complete a table similar to the below and indicate by placing an “X” in the appropriate column indicating the firm which meets each required area class for each specific project with particular emphasis on the area classes which the Prime must hold as well as the sub-consultants. The below table is a full listing of all area classes. Since no single advertisement would require every area class, Respondents should delete all the area classes which are not applicable to the project they are pursuing and only include the ones applicable. Particular attention should be paid to the date that consultants certificate expires.

Area Class #	Area Class Description	Prime Consultant Name	Sub-Consultant #1 Name	Sub-Consultant #2 Name	Sub-Consultant #3 Name	Sub-Consultant #4 Name	Sub-Consultant #5 Name	Sub-Consultant #6 Name
	DBE – Yes/No ->							
	Prequalification Expiration Date							
1.05	Alternate Systems Planning							
1.06(a)	NEPA							
1.06(b)	History							
1.06(c)	Air Quality							
1.06(d)	Noise							
1.06(e)	Ecology							
1.06(f)	Archaeology							
1.06(g)	Freshwater Aquatic Surveys							
1.06(h)	Bat Surveys							
1.07	Attitude, Opinion, and Community Value Studies (Public Involvement)							
1.09	Location Studies							
1.10	Traffic Analysis							
3.01	Two-Lane or Multi-lane Rural Roadway Design							
3.02	Two-Lane or Multi-lane urban Roadway Design							
3.03	Multi-Lane Urban Roadway Widening and Reconstruction							
3.04	Multi-lane Rural Interstate Limited Access Design							
3.05	Multi-lane Urban Interstate Limited Access Design							
3.06	Traffic Operations Studies							
3.07	Traffic Operations Design							
3.08	Landscape Architecture Design							
3.09	Traffic Control Systems 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 and Outdoor Lighting							
4.01(a)	Minor Bridge Design							
4.01(b)	Minor Bridge Design – CONDITIONAL							
4.02	Major Bridge Design							
4.04	Hydraulic and Hydrological Studies (Bridges)							
5.01	Land Surveying							
5.02	Engineering Surveying							
5.03	Geodetic Surveying							
5.04	Aerial Photography							
5.05	Photogrammetry							
5.06	Topographic Remote Sensing							
5.08	Overhead/Subsurface Utility Engineering (SUE)							

6.01(a)	Soil Survey Studies							
6.01(b)	Geological and Geophysical Studies							
6.02	Bridge Foundation Studies							
6.03	Hydraulic and Hydrologic Studies (Soils & Foundation)							
6.04(a)	Laboratory Testing of Roadway Construction Materials							
6.04(b)	Field Testing of Roadway Construction Materials							
6.05	Hazardous Waste Site Assessment Studies							
8.01	Construction Engineering and Supervision							
9.01	Erosion, Sedimentation, and Pollution Control Plan							
9.02	Rainfall and Runoff Reporting							
9.03	Field Inspection for Erosion Control							

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ATTACHMENT 1**Submittal Formats for Engineering Projects**

		# of Pages Allowed	
Cover Page		->	1
A. Administrative Requirements			
1.	Basic Company Information		
	<ul style="list-style-type: none"> a. Company name b. Company Headquarter Address c. Contact Information d. Company Website e. Georgia Addresses f. Staff g. Ownership 		Excluded
2.	Notarized Certification Form (Exhibit II) for Prime	->	1
3.	Notarized Georgia Security and Immigration Compliance Act Affidavit (Exhibit III)	->	1
4.	Signed Cover Page of any Addenda Issued	->	1 (each addenda)
B. Experience and Qualifications			
1.	Project Manager		
	<ul style="list-style-type: none"> a. Education b. Registration c. Relevant engineering experience d. Relevant project management experience e. Relevant experience using GDOT specific processes, etc. 		2
2.	Key Team Leader Experience		
	<ul style="list-style-type: none"> a. Education b. Registration c. Relevant experience in applicable resource area d. Relevant experience using GDOT specific processes, etc. 		1 (each)
3.	Prime's Experience		
	<ul style="list-style-type: none"> a. Client name, project location, and dates b. Description of overall project and services performed c. Duration of project services provided d. Experience using GDOT specific processes, etc. e. Clients current contact information f. Involvement of Key Team Leaders 		2
4.	Area Class Table and Notice of Professional Consultant Qualifications for Prime and Sub-Consultants	->	Excluded
C. Resources/Workload Capacity			
1.	Overall Resources		
	<ul style="list-style-type: none"> a. Organization chart b. Primary office to handle project and staff description of office and benefits of office c. Narrative on Additional Resource Areas and Ability 	->	Excluded
			1
2.	Project Manager Commitment Table	->	Excluded
3.	Key Team Leaders Project commitment table	->	Excluded

ATTACHMENT 2**Submittal Formats for Engineering Projects****# of Pages Allowed**

Phase II Cover Page

-> 1

A. Phase II Response Technical Approach

1. Technical Approach

- a. Provide any unique technical approaches
- b. Identify any unique challenges
- c. Provide any specific qualifications, skills

3

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APPENDIX G



Notice of Most Qualified for Engineering Services for:

RFQ 23-07

Winters Chapel Road from Charmant to Peeler Road - Phase II

PI 0019791, DeKalb County

February 5, 2024

We greatly appreciated all consultants who participated during this solicitation process for our community.

The evaluation process identified **Practical Design Partners, LLC** as the most appropriate to begin negotiations for services.