

To: Mayor and City Council

From: Rachel Waldron
Parks and Recreation Director

Re: Dunwoody Trailway Retaining Wall Repair

Date: May 26, 2026

Action

Approval of an agreement with Rhino Design Build LLC (RHINO) for retaining wall repairs along the Dunwoody Trailway.

Details

The city solicited proposals from firms interested in providing retaining wall repairs along the Dunwoody Trailway, near Pernoshal Park. Due to zero responses received, staff solicited quotes from experienced concrete and wall contractors.

Rhino Design Build submitted the lowest proposal of \$128,690. Public Works staff is familiar with Rhino Design and feels confident they can complete this work to the city's satisfaction. RHINO provides a Seven (7) Year Warranty on the structural stability of the design build retaining wall system.

Funding for this project, in the amount of \$154,428, which includes a 20% contingency, will be allocated from Parks General Capital.

Recommendation

Staff respectfully requests that Council: (1) Authorize an agreement with Rhino Design Build LLC in the amount of \$154,428, which includes a 20% contingency, for retaining wall repairs along the Dunwoody Trailway; (2) authorize Staff to provide funding for the agreement; (3) authorize the City Manager to execute the necessary documents.



Dunwoody Trailway Retaining Wall Repair

May 26, 2026

Summary

- The city solicited proposals from firms interested in providing retaining wall repairs along the Dunwoody Trailway, near Pernoshal Park. Due to zero responses received, staff solicited quotes from experienced concrete and wall contractors.
- Rhino Design Build LLC (RHINO) submitted the lowest proposal of \$128,690.



Background/Timeline

- Public Works supported Parks with this project through field testing of existing backfill and subgrade conditions. Public Works staff is familiar with RHINO and feels confident they can complete this work to the city's satisfaction.
- Work is anticipated to start within 3-4 weeks of contract approval, with project completion 10 to 15 workdays thereafter.



Financial Impact

- Funding for this project, in the amount of \$154,428, which includes a 20% contingency, will be allocated from Parks General Capital.
- RHINO provides a seven (7) year warranty on the structural stability of the design build retaining wall system.

Staff Recommendation

(1) Authorize an agreement with Rhino Design Build LLC in the amount of \$154,428, which includes a 20% contingency, for retaining wall repairs along the Dunwoody Trailway; (2) authorize Staff to provide funding for the agreement; (3) authorize the City Manager to execute the necessary documents.





Jacob Reid Bailey, PE
Chief Executive Officer
reid@rhino-db.com | 404.824.8420

Updated on April 21, 2026

John Andrew
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Email: john.andrew@dunwoodyga.gov

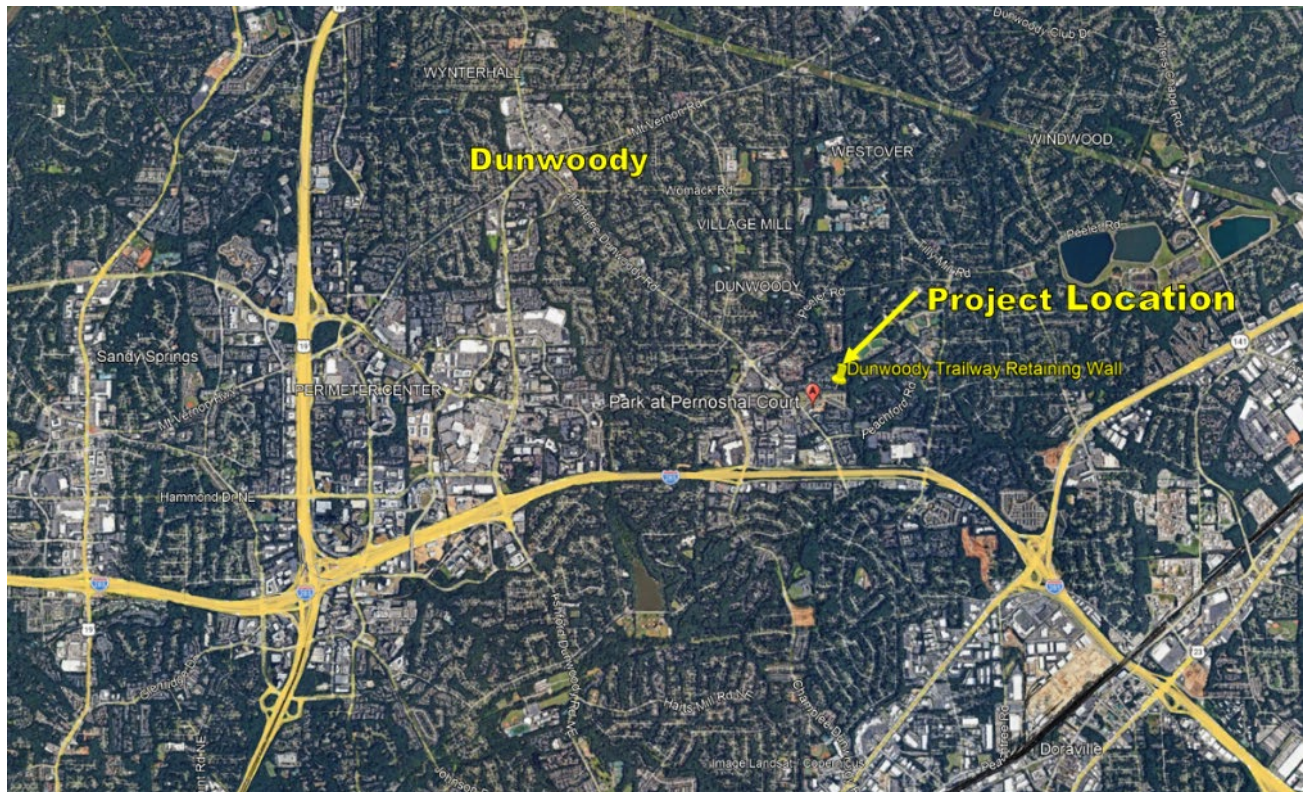
Subject: Dunwoody Trailway Retaining wall Repair Project for the City of Dunwoody, GA near the Park at Pernoshal Court.

Dear Mr. John Andrew,

Rhino Design Build LLC (**Rhino**) is pleased to offer this proposal/contract for the Dunwoody Trailway Retaining wall Repair Project for the City of Dunwoody, GA near the Park at Pernoshal Court.

PROJECT LOCATION

GPS Coordinates: 33.926956°, -84.305588°



Rhino Design Build LLC

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SCOPE OF WORK

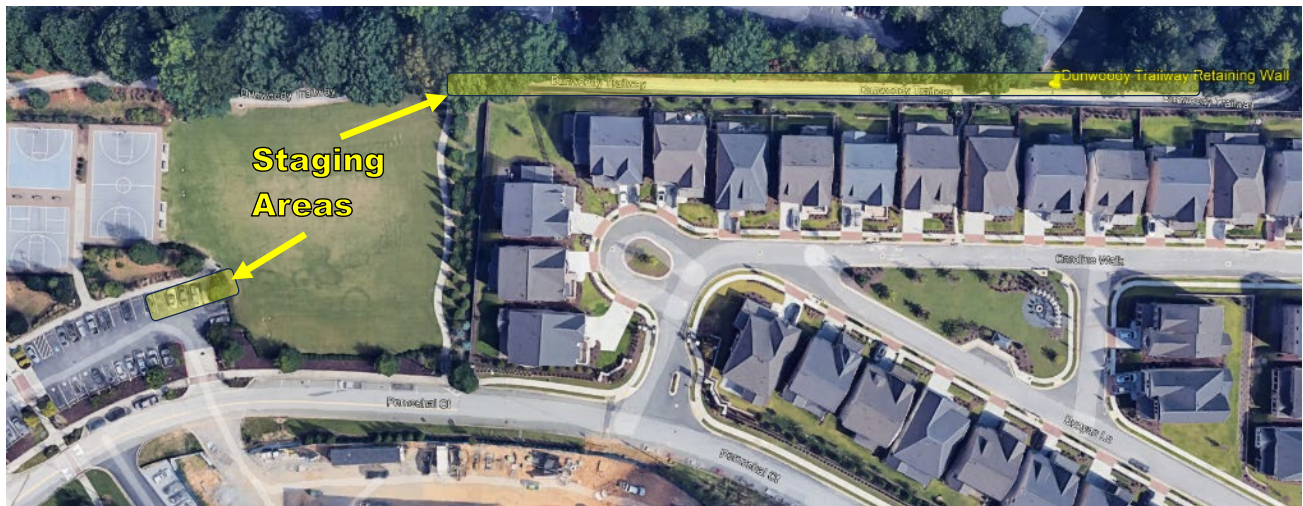
The proposed project will be constructed as follows by Rhino Design Build (RHINO) and include all material and labor the following:

Pre-Construction Activities:

1. RHINO to Create Construction Submittals for the Retaining Wall Repair Project.
2. Obtain a building permit from the local governing authority if required.
3. Utility Locates via GA 811 Call and Coordination with City of Dunwoody for city owned utilities.

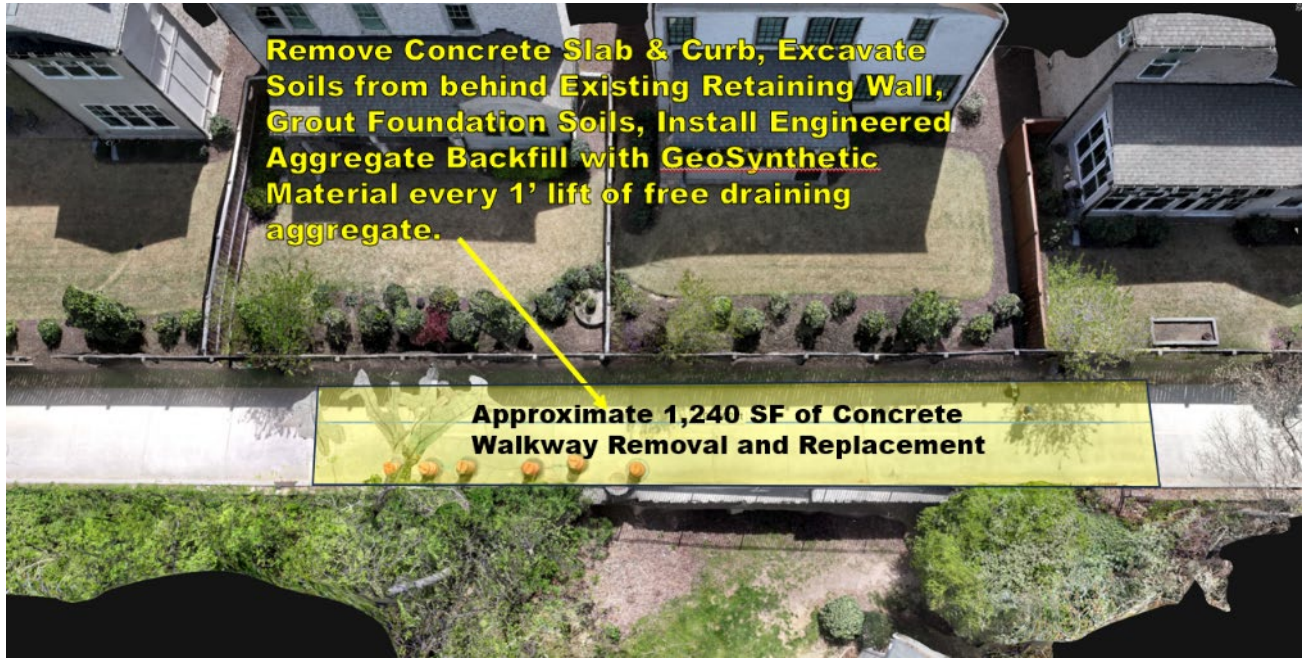
Rhino Construction Activities for Stabilization (See Illustrations Below):

1. The Client will arrange for Rhino to have a dedicated work area in the driveway and in the cul-de-sac for the duration of the project.



2. Mobilization to the Site.

3. Implement the following scope of work shown on the schematic below:



INITIAL CONTRACT BUDGET, COST PLUS AND PAYMENT

		Rhino Design Schedule of Values for Sawnee Tanks Slope Stabilization City of Dunwoody, Dunwoody Trailway Retaining Wall Repair Project			
Item	Description	Quantity	Unit	Unit Price	Total Price
1	Engineering Submittals and Documentation	1	EA	\$ 8,730.00	\$ 8,730.00
2	Mobilization & Specialty Materials & Supplies	1	LS	\$ 30,800.00	\$ 30,800.00
3	Erosion Control and Maintenance	1	LS	\$ 3,750.00	\$ 3,750.00
4	Vegetation and Debris Removal	1	LS	\$ 5,700.00	\$ 5,700.00
5	Demolition of Existing Concrete and Curb of Dunwoody Trailway / Walkway	1240	SF	\$ 12.00	\$ 14,880.00
6	Excavation of Wall Backfill Material	100	CY	\$ 75.00	\$ 7,500.00
7	Subsurface Soil Grouting of Lower Wall Soils and Foundation Soils	1	LS	\$ 12,580.00	\$ 12,580.00
8	Install New Underdrain System and Geosynthetically Reinforced Aggregate Backfill	1	LS	\$ 17,690.00	\$ 17,690.00
9	Install New Concrete Where Removed for Trailway / Walkway	1240	SF	\$ 19.00	\$ 23,560.00
10	Project Clean-Up	1	LS	\$ 3,500.00	\$ 3,500.00
Base Estimate Total Soil Nail Wall:					\$ 128,690.00

Payment shall be payable at the completion of the project prior to demobilization from the site. The CLIENT shall be responsible for any permitting fees. Rhino requires an initial payment of \$39,530 for items 1 & 2 in the above Schedule of Values (SOV) to get the project started for pre-construction professional services and specialty materials & supplies.



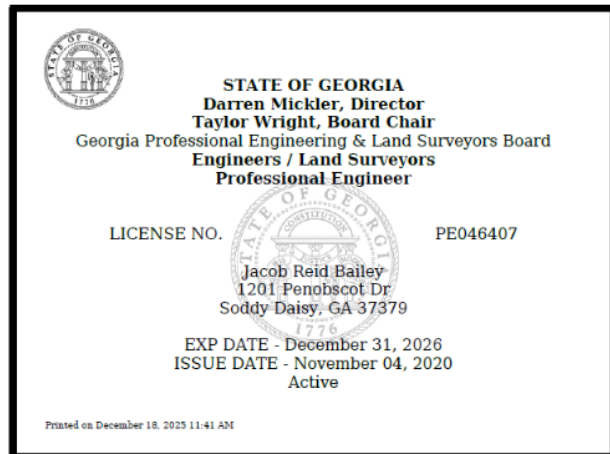
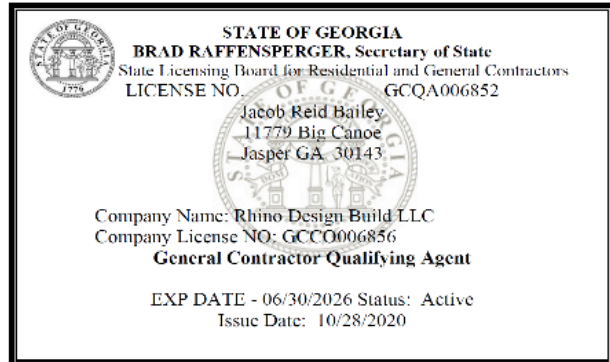
WORK HOURS/SCHEDULE

The project’s duration will be worked out with the Client to meet the overall mutually agreeable construction schedule, which is anticipated to start within 3 to 4 weeks of final authorization to proceed and have a 10 to 15 workday duration. All work is based on a work schedule each day as weather and daylight permits. Coordinated weekend work as agreed upon and authorized by the Client. Upon RHINO receiving this executed contract, we will work with the Client to mobilize and begin work as soon as possible.

Thank you,

RHINO DESIGN BUILD LLC

J. Reid Bailey, PE
Chief Engineer and CEO
404.824.8420
reid@rhino-db.com



AUTHORIZATION

City of Dunwoody Authorized Representative

Date: _____

PROJECT SPECIFIC TERMS & CONDITIONS

RHINO's proposed scope of work includes labor, tools, equipment, and materials necessary to design and deploy the engineered system pursuant to the following conditions:

- a. This proposal / contract agreement shall supersede and govern any other contract document or RFP due to reduced scope of work and any other conflicting terms and/or conditions.
- b. **RHINO provides a Seven (7) Year Warranty on the Structural Stability of the Design Build Retaining Wall System.** Exceptions are limited to the internal stability of the engineered retaining wall system and would not include adjacent structure failures not installed by RHINO, equipment damage or falling objects or debris damage, or Acts of God such as Tornados, Hurricanes, Earthquakes, and large storm events (10-Year Storm Events or greater).
- c. Work areas shall be available to RHINO prior to RHINO mobilizing to the site.
- d. These project specific terms and conditions are incorporated into this proposal as a contract document.
- e. Hazardous Materials – RHINO will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. RHINO's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- f. Vibrations – RHINO cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. CLIENT shall indemnify RHINO against all claims for such disturbance and take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc. It is possible that damage may occur because of heave, settlement, utility not correctly marked, or intrusion of construction water and RHINO cannot accept responsibility/liability for such damage. CLIENT agrees to waive all liability and damages against RHINO in any related to the underground conditions and/or existing facilities described in the preceding sentence.
- g. Additional work may be added to this contract at the rate of cost plus 15% overhead and 25% profit or other agreed upon compensation via written or documented change order.
- h. All work, including but not limited to design work, is excluded unless specifically included herein.
- i. The CLIENT agrees that RHINO shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside RHINO's control.
- j. Notwithstanding anything contained in any document to the contrary, in the event the project is delayed, disrupted, terminated and/or the project schedule is extended for any reason not caused by the acts or omissions of RHINO (or as the proper designation may be for RHINO), RHINO subcontractor(s), or those for whom RHINO, etc. is legally liable, RHINO reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- k. All invoices are due, in their entirety, upon receipt from RHINO. Amounts due and unpaid over thirty days shall accrue interest at the rate of 3% per month. The CLIENT shall be liable to RHINO for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
- l. This agreement/Proposal is subject to and governed by the local jurisdiction(s) and venue for any/all disputes and shall be the City, County, and or applicable State notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- m. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- n. Each party has had the opportunity to review and negotiate this Proposal, and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- o. Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
- p. The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the CLIENT not fully accept or modify this proposal, the pricing and/or the scope of work will likely

Rhino Design Build LLC

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- be subject to modification by RHINO.
- q. Should the CLIENT provide RHINO with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
 - r. RHINO's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of RHINO or for those whom RHINO is legally responsible. CLIENT agrees to defend and indemnify RHINO for claims or damages alleged to have been caused by CLIENT's acts or omissions.
 - s. RHINO retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way.
 - t. Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to RHINO of providing the materials, goods and/or services under this Agreement, then CLIENT shall from time to time, upon demand by RHINO, immediately pay to RHINO additional amounts sufficient to compensate RHINO for such increased cost. RHINO shall submit to CLIENT a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
 - u. This offer expires 45 days from the date transmitted.

CLIENT'S OBLIGATIONS

The following terms, conditions and exclusions shall apply and are specifically excluded from RHINO's scope of work and shall be provided to RHINO at no cost to RHINO, notwithstanding anything in any document to the contrary:

- a. Sanitary Facilities – On-site facilities within reasonable proximity for the use of RHINO employees and subcontractors. Client may provide a porta-jon.
- b. Traffic Control – Provide traffic control and coordination with neighboring property for access and communication with other trades regarding RHINO's work such that we are not delayed in the performance of our work.
- c. CLIENT shall ensure that all utilities not marked by GC One Call 811 are properly located before RHINO mobilizes to the site. RHINO will ask the City of Dunwoody if there are any city specific utilities in the work area and to make sure they are marked. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in RHINO's scope of work. RHINO shall not be responsible for any unmarked utility damage because of our work.
- d. Provide Construction Water – A clean (potable) supply of water for construction available on-site or near work.
- e. Electricity – Provide power as requested / required to the work site.
- f. Access – CLIENT shall always provide to RHINO uninhibited access material/equipment deliveries, and on-site area for material/equipment storage as shown are the staging area above. CLIENT shall obtain all right of way, licenses, or easements for RHINO to perform its work.