



## REQUEST FOR PROPOSAL

Date: MARCH 20, 2026

To: **Qualified Engineering Consulting Firms**

Re: **RFP 26-04, Request for Proposals for Engineering Design Services  
Ashford Connector Path**

The City of Dunwoody (City) is seeking Request for Proposals (RFP) from qualified engineering firms for RFP 26-04, Engineering Design Services for the Ashford Connector Path, to provide professional engineering and design services for multi-modal project that incorporates pedestrian and bicycle accommodations with complete streets approach along the corridor.

Schedule of Bid Activities	
RFP No. 26-04 Issued	March 20, 2026
Non-Mandatory Pre-proposal Conference	March 30, 2026, at 11:00 a.m. EST
Deadline for Submission of Written Questions	April 3, 2026, at 11:00 a.m. EST
Last Day for Addendum Publication	April 14, 2026, at 3:00 p.m. EST
Proposal Deadline	April 30, 2026, at 2:00 p.m. EST

The City reserves the right to adjust the schedule as is necessary and will be posted by Addenda.

Firms that respond to this RFP and are determined by the City to be sufficiently qualified may be deemed eligible for a contract award and/or invited to an interview for these services. All Proposers to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully. The City, at its discretion, reserves the right to reject any or all RFP responses, and to waive technicalities and informalities for any reason. Clarification of information may be requested by the city.

The City, at its sole discretion, may request formal presentations and interviews that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the RFP. The formal presentation or interview will be at the Proposer's expense and at the City's designated location.

An award, if made, will be to the responsible and responsive Proposer submitting the proposal which is deemed by the City, in their sole discretion, to be the most advantageous to the City, price and other factors being considered. The City of Dunwoody requires pricing to remain firm for the duration of the contract.

**Late proposals will not be considered. Proposals received after the deadline will be filed unopened.**



**Scope of Work:** Refer to Exhibit A

**Questions:** All questions shall be directed by email to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) and reference RFP 26-04 in the subject line. See **Schedule of Bid Activities Table** for date and time for the Deadline for the Submission of Written Questions.

**Submittal Requirements:** Proposals are legal and binding when submitted. Proposals will not be accepted by facsimile or e-mail. See **Schedule of Bid Activities Table** for date and time for the Deadline for the Submission of the proposal to the following address:

City of Dunwoody Purchasing  
4800 Ashford Dunwoody Road  
2<sup>nd</sup> Floor  
Dunwoody, Georgia 30338

The proposal shall include one (1) sealed envelope with a thumb drive with the envelope clearly marked with the firm's legal name and "**RFP 26-04, Ashford Connector Path**", containing 3 electronic folders:

- **Folder 1** - A technical proposal in PDF format meeting the requirements of the RFP.
- **Folder 2** - A cost proposal in PDF format utilizing the Cost Proposal form within the RFP. Failure to submit the Cost Proposal in a separate folder may result in the proposal being deemed non-responsive.
- **Folder 3** - An Acknowledgement Form in PDF format utilizing the Acknowledgement Form within the RFP. Failure to submit the Acknowledgement Form in a separate folder may result in the proposal being deemed non-responsive.

**Pre-Proposal Conference:** A non-mandatory pre-proposal conference will be held virtually via Microsoft Teams at **11:00 am on March 30, 2026**, to provide interested firms an opportunity to ask for clarification on project or proposal requirements. Registration is not required but all are invited to join the meeting using the meeting login information below.

**Microsoft Teams meeting**

**Join:** <https://teams.microsoft.com/meet/27777200523525?p=cXp3YoTl4py2PQC4m8>

Meeting ID: 277 772 005 235 25

Passcode: yH9jf6MD

Questions from the Pre-Proposal Conference and submitted during the Question period will be posted as an addendum. See **Schedule of Bid Activities Table** for the Last Day for Addendum Publication.

## **INSTRUCTIONS TO PROPOSERS**

### **1. General Information**

- 1.1. To ensure the proper and fair evaluation of proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the solicitation document, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338, or by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov). Unauthorized communication by the Proposer may disqualify the Proposer from consideration.
- 1.2. The Contract, if awarded, shall not be construed to create unto the Consultant any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 1.3. The City of Dunwoody is committed to environmental sustainability. The city believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the city encourages the incorporation of environmental sustainability into proposals.
- 1.4. If the successful Proposer intends to provide any services through another company, the successful Proposer must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.

### **2. Terms and Conditions**

- 2.1. Acknowledgement Form. The City's terms and conditions outlined in the Proposal Documents are the basis of the final Contract with the selected Proposer, with minimal or no substantial alterations. Any exceptions to these terms must be formally documented by the Proposer in writing, accompanying the Acknowledgement Form as specified in Appendix A. These exceptions should be

detailed, with justifications provided for each, alongside proposed alternative language where applicable.

- 2.1.1. The submission of the Acknowledgement Form and the associated list of exceptions enable the City to rectify any technical or contractual inadequacies, ambiguities, or inconsistencies within the contract and related documents that may be unlawful, imprudent, overly restrictive to competition, or otherwise unsuitable. Proposers must address each term or condition individually, rather than replacing entire agreements or sets of terms. It is important to note that the Acknowledgement Form will not influence the proposal evaluation process; it serves solely as a reference for Contract Execution.
- 2.2. **RFP Amendments.** The City reserves the right to amend this RFP prior to the due date. All amendments and additional information will be posted to the City's Purchasing website, <https://www.dunwoodyga.gov/government/departments/purchasing>. Other than during the pre-proposal conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal documents. Requests for interpretation, clarification or correction of proposal documents, forms or other material in this Proposal Package shall be made by e-mail to [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) prior to the deadline stated in Schedule of Bid Activities.
- 2.3. **Addendum.** Addendum will be posted to the City's Purchasing website <https://www.dunwoodyga.gov/government/departments/purchasing> per the Schedule of Bid Activities Table. Prior to submitting the proposal, it shall be the responsibility of each Proposer to verify the issuance of addendum(s) and inclusion of the Acknowledgement of Addendum Form (See Appendix A).
- 2.4. **Cost for Preparing Proposals.** Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all proposals or to cancel an award pursuant to a provision hereof for any reason.
- 2.5. **Withdrawal of Proposal.** No proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the day and time set for proposals deadline. No proposal may be withdrawn after the scheduled proposal deadline for a period of sixty (60) calendar days. Any Proposer withdrawing or attempting to withdraw its proposal prior to the expiration of the sixty (60) calendar day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the

goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. Proposer's submission of a proposal shall be deemed the Proposer's acknowledgment of and an agreement to the provisions of this Section.

2.6. **Disqualification of Proposers.** Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal:

- Submission of more than one proposal for the same work, or participation in more than one proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control.
- Evidence of collusion between or among Proposers.
- Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor).
- Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City.
- Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work.
- Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its proposal.
- The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a city employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.
- A proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate proposals, Contract references, other certificates, affidavits, statements, or information required to be included with proposals, including, but not limited to, the Proposer's prices, or contains other irregularities of any kind.

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

2.8. **Contract Execution.** The Proposer to whom the Notice of Intent to Award is given shall, within forty (40) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the executed Contract, a copy of the Proposer's valid business or occupational license, Certificate of Insurance and all other documents and information required by the Contract Documents.

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

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

2.9. **Subconsultant Contract.** These Contract Documents shall be construed as creating any contractual relationship between any subconsultant and the City. The

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

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

2.11. **Familiarity with Laws.** All Proposers and Consultants are presumed to be familiar with and shall observe all Federal, State, Title VI, and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Proposer shall in no way relieve Proposer from any such responsibility or liability. Proposers' compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02, if applicable, will be attested.

2.12. **Minority Business Policy.** City of Dunwoody encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. The City encourages all Proposers to subcontract portions of any City contract to minority business enterprises, however there is no minimum Disadvantage Business Enterprise (DBE) or Minority and Women Business Enterprise (MWBE) requirements for this project and will not be considered during the evaluation process.

2.13. **Insurance.** The Consultant shall obtain, maintain and furnish the City with a Certificate(s) of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

2.13.1. Statutory Workers' Compensation Insurance Employers' Liability:

- a. Bodily Injury by Accident - \$500,000 each accident
- b. Bodily Injury by Disease - \$500,000 policy limit
- c. Bodily Injury by Disease - \$500,00 each employee

2.13.2. Commercial General Liability Insurance

- a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective with a \$2,000,000 general aggregate limit.

- b. Blanket Contractual Liability
- c. Products/Completed Operations Insurance
- d. Broad Form Property Damage
- e. Personal Injury coverage
- f. Include Additional Insured Status for the City of Dunwoody
- g. Provide Waiver of Subrogation in favor of the City of Dunwoody

2.13.3. Auto Liability Insurance

- a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- b. Comprehensive form covering all owned, non-owned, leased, and hired vehicles
- c. If no owned autos, must provide proof of hired and non-owned auto liability
- d. Include Additional Insured Status for the City of Dunwoody
- e. Provide Waiver of Subrogation in favor of the City of Dunwoody

2.13.4. Umbrella Liability Insurance

- a. \$1,000,000 limit of liability
- b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
- c. Confirm General, Automobile and Employers Liability are included as underlying policies

2.13.5. Professional Liability Insurance (Errors and Omissions)

- a. \$1,000,000 per claim/\$1,000,000 aggregate limit

2.14. The Certificate of Insurance shall show the insurance coverage listed above and shall be filed with the City's executed Contract. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

2.15. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement.

2.16. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on

thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read:

City of Dunwoody  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30338

- 2.17. **Indemnification.** Proposer shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Proposer's breach of any of the representations and warranties contained herein; (b) Proposer's failure to follow City's specifications; (c) Proposer's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Consultant, its employees, independent contractors, agents, and suppliers.

## Technical Requirements and Proposal Instructions

### 3. General Contract Information

- 3.1. The City anticipates one (1) Multi-Phase or Project Specific contract to be awarded to one (1) firm. The City anticipates that the Contract Type will be Lump Sum. As a Project Specific contract, it is the City's intention that the Contract remains in effect until construction completion.

### 4. Proposal Format

- 4.1. To aid in thorough and consistent review, the technical proposal shall be submitted on no more than 9 pages on 8½" x 11" pages in no smaller than 11-pitch font and shall be organized and numbered to correspond to Section 5. The cover page, tab pages, and required forms in Appendix A will not be counted towards the 9-page limit. Any other supplemental information and pages outside the page limit will not be reviewed and will be considered as non-responsive to the page limit requirement.
- 4.2. All general communication of relevant information regarding this solicitation will be made via the City's Procurement Website, <https://www.dunwoodyga.gov/government/departments/purchasing>. All firms are responsible for checking on a regular basis for updates, clarifications, and announcements. The City reserves the right to communicate via electronic mail (email) with the primary contact listed in the proposal.

### 5. Technical Qualification

- 5.1. Cover Page - Each proposal shall include a Title Page. The Title Page should identify the project name, RFP Solicitation No., the name of the firm's full legal name, address, telephone number, and the primary contact person's name, telephone number, and email address. All pages of the proposal must be consecutively numbered starting after the cover page not including the cover page.
- 5.2. Administrative Requirements
  - 5.2.1. **Basic Company Information.** Company name, Company Headquarter Address.
  - 5.2.2. **Contact Information.** Primary Point of Contact Name and all contact information (telephone number and email address). This will be the individual with whom the city will direct all communications.
  - 5.2.3. **Company website.** (if available).
  - 5.2.4. **Georgia Addresses.** Identify and provide address(es) for the office(s) located in the State of Georgia.

- 5.2.5. **Staff.** List the number and disciplines of staff members employed in each office in the State of Georgia.
- 5.2.6. **Ownership.** Provide form of ownership, including state of residency or incorporation, and number of years in business.
- 5.3. Project Manager and Key Team Leads Experience and Qualifications. The city will evaluate all Prime and Subconsultant firms on their Experience and Qualifications.
- 5.3.1. Organizational Chart.
- 5.3.2. Project Manager and Key Team Leaders' education, registration, relevant engineering experience, relevant project management experience, and experience in public sector and/or municipal projects.
- a. Summary of experience, including the years of experience, years with the firm and representative project experience with project name, actual work performed by the individual, client and date of performance.
  - b. Professional registrations [type, number, and state(s) where registered]
  - c. Other supporting documentation which demonstrates the ability to successfully perform the work.
  - d. A resume may be provided in the Appendices for all key personnel. Resumes will not be counted toward the page limit and may not be considered in the scoring for this section.
- 5.4. Prime and Subconsultant firms experience in delivering projects of similar complexity, size, and scope.
- 5.4.1. Successful proposers will have experience completing similar projects which should be demonstrated by providing four (4) reference projects, three (3) of which best match the scope and desired outcomes for the proposed project and one (1) with hydraulic and/or hydrologic modeling as a main component of the scope. Each reference project should highlight any similarities to the proposed project. For each reference project, contact information should be provided using Reference Contact Information in Appendix A with the knowledge that the city will use the data for reference purposes. **The Refence Contact Information sheet will not be counted towards the 9-page limit.** The City does check references and requires the Proposer to notify the reference, verify contact information, and obtain permission from the reference before completing the form. No current employees of the City of Dunwoody are permitted as a reference. The city may request samples of the comparative works during the proposal review process.
- 5.4.2. This experience should be based on the Prime or Subconsultant performing the same function as in the proposal. Using a table format like Table 1 below, provide

a brief description of the project and type of work completed along with which firm performed the work, the Project Owner Name, Date of Completion or Project Status, Project Design and Construction Cost, Project Similarities. This information is limited to two (2) pages.

- 5.5. The city may consider input from references and any knowledge possessed by its staff regarding the Proposer’s performance.

Table 1

Project Name	Project Owner	Project Description/Services Provided	Date of Completion or Current Project Status	Project Design Cost/ Construction Cost	Firm or Firm(s) Performing the Work	Project Similarities

- 5.6. Technical Approach

- 5.6.1. Provide a project understanding and proposed methodology to complete the project including any unique technical approaches your firm offers related to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.
- 5.6.2. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control and quality assurance procedures.
- 5.6.3. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the project. Discuss the project team’s ability and willingness to meet time requirements.
- 5.6.4. The Proposer should recommend tasks that are not included in the above scope that would benefit the city during the design phase of this project, they are encouraged to state these additional tasks within their proposal. Provide the fee for any additional suggested task as well as a brief statement of their benefit and clearly mark these concerns as such within the cost proposal.
- 5.6.5. State any assumed tasks that will be performed by the city and/or materials to be supplied by the city to ensure a successful project outcome. This item is to include any project responsibility, not yet accounted for in the proposal, that the Proposer assumes will be addressed by the city.

6. Proposal Submission

- 6.1. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- 6.2. Any proposals received after the time and date specified in the solicitation document for the opening of the proposals will not be considered and will be returned unopened.
- 6.3. The cost proposal shall be based on a billed hourly lump sum with a not to exceed cost using the Cost Proposal Form in Exhibit C and shall include any revised or additional forms supplied by Addenda(s). Any anticipated increases in Proposer's costs during the term of the Contract must be reflected in its prices set forth in its proposal. The City shall not be obligated to renegotiate or increase any price for any work during the term of the Contract based on a Proposer's error or miscalculation of prices, underestimation of costs, or for any other reason. All the Proposer's overhead costs, including, but not limited to, costs of travel and insurance coverage, shall be included in such Proposer's cost listed in its proposal.
- 6.4. Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete proposal. If supplemental materials are a necessary part of the technical approach, the Proposer should reference these materials in the technical approach, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.
- 6.5. Submission of the proposal shall be submitted to Dunwoody City Hall:

City of Dunwoody Purchasing  
4800 Ashford Dunwoody Road  
2nd Floor  
Dunwoody, GA 30338

**Any Proposal received after the due date and time will not be evaluated. See the Schedule of Bid Activities.**

- 6.6. Failure to meet these requirements will result in the Proposals being determined “non- responsive” and the entire submittal will be rejected. In determining the capabilities of a Proposer to perform the services specified herein, the following informational requirements must be met by the Proposer. (Note: Each item must be thoroughly addressed. Proposers taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

#### 6.6.1. Document Submittal Required

1. Proposal Forms with Acknowledgement of Addendum
2. Contractor Affidavit under O.C.G A. § 13-10-91(b)(1)
3. O.C.G.A. § 50-36-1(e) (2) Affidavit Verifying Status for City Public Benefit
4. Cost Proposal Form
5. Contract Reference Form
6. Acknowledgement of Sample Contract with list of exceptions

#### 7. Evaluation of Proposal

- 7.1. **Contract Documents.** If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms shall be filled in legibly and correctly in ink or type.
- 7.2. **Notice of Intent of Award.** Unless all proposals are rejected, a Notice of Intent to Award is expected to be provided within sixty (60) calendar days from the opening of proposals to the responsible and responsive Proposer submitting the proposal deemed to be most advantageous to the City, price and other factors being considered.
- 7.3. After reviewing the proposals, the city reserves the right to select finalist firms and request a presentation/interview as determined in its best interest. This presentation/interview will be at the Proposer's expense and at a city determined site. Interview responses, and performance, along with the written proposal will become part of Proposer's submission to be evaluated pursuant to the evaluation criteria.
- 7.4. **Initial Classification of Proposals as Responsive or Non-responsive.** All Proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the Proposal is not within the plans and specifications described and required in the RFP. If a Proposal is found to be non-responsive, it will not be considered further.
- 7.5. **Determination of Responsibility.** The Purchasing Manager will determine whether a Proposer has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation. If a Proposer is found non-responsible, the determination will be provided to the Proposer upon contract execution for the project and will be made a part of the procurement file.

- 7.6. **Evaluation of Proposals.** All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.
- 7.7. **City's Rights Reserved.** Issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:
- cancel or terminate this RFP;
  - reject any or all Proposals received in response to this RFP;
  - waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
  - not award if it is in the best interest of the City not to proceed with contract execution; or
  - if awarded, terminate any contract if the City determines adequate City funds are not available.

The City reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject proposals that do not contain all elements and information requested in this document. The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the Proposers throughout this process.

- 7.8. The City may make such investigations as deemed necessary to determine the ability of the Proposer to provide the supplies and/or perform the services specified.
- 7.9. The Selection process is primarily Qualifications-Based where the technical skills, experience and the interview process are the most significant components of the evaluation process.
- 7.10. All responsive RFP responses will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of quality and contractual factors. These scores will be used to determine the most advantageous offering to the City.

**7.11. Administrative Review**

- 7.11.1. The Proposals will be reviewed by the Purchasing Department for the following administrative requirements:

- Submitted by deadline
- Technical Submission of Proposals
- All required documents are submitted
- All documents requiring an original signature or notarization have been signed and notarized

#### **7.12. Selection Criteria**

Proposals which pass the administrative review will then be reviewed by the Selection Committee to ensure all requirements are addressed satisfactorily. The Selection process is primarily Qualification-Based where the technical skills, experience and the interview process are the most significant components of the evaluation process. The following outlines the process to be utilized by the Selection Committee.

1. The Selection Committee will review the Technical Proposals of the firms who submit for this project.
2. The Selection Committee's highest ranked firm will be presented to City Council for approval. City Council has the final authority for selection of the highest ranked firm.
3. The Selection Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFP. The RFP carries a total weight of 100 points. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value.
4. Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):
  - **Project Manager and Key Team Leads Qualification and Experience – 30**
  - **Prime and Subconsultant Firm Experience – 30**
  - **Technical Approach – 30**
  - **Cost Proposal – 10 points**

After consideration of the above criteria, the value of each proposal will be compared against the other qualified proposals. The city is most interested in obtaining proposals that provide good value, demonstrate an understanding of the city's needs and provide a scope that meets or exceeds the requirements of this RFP.

## **Exhibit A**

### **Scope of Work for RFP 26-04 Ashford Connector Path**

#### **Project Description / Limits**

The City of Dunwoody is soliciting proposals from qualified firm(s) to provide consulting services for engineering and design services for a roadway reconfiguration on Ashford Center Parkway from Ashford Dunwoody Road to Chamblee Dunwoody Road/Womack Road. The project will include a cycle track, 8-foot sidewalks on both sides of the roadway, two 10-foot to 11-foot travel lanes (one in each direction), curb and gutter (2' width), pedestrian-scale lighting, drainage improvements as needed, and minimal landscaping. The cycle track configuration (one-way vs. two-way, side of street, and separation type/buffer widths) will be evaluated during design. See Figure 1 for the Location Map.

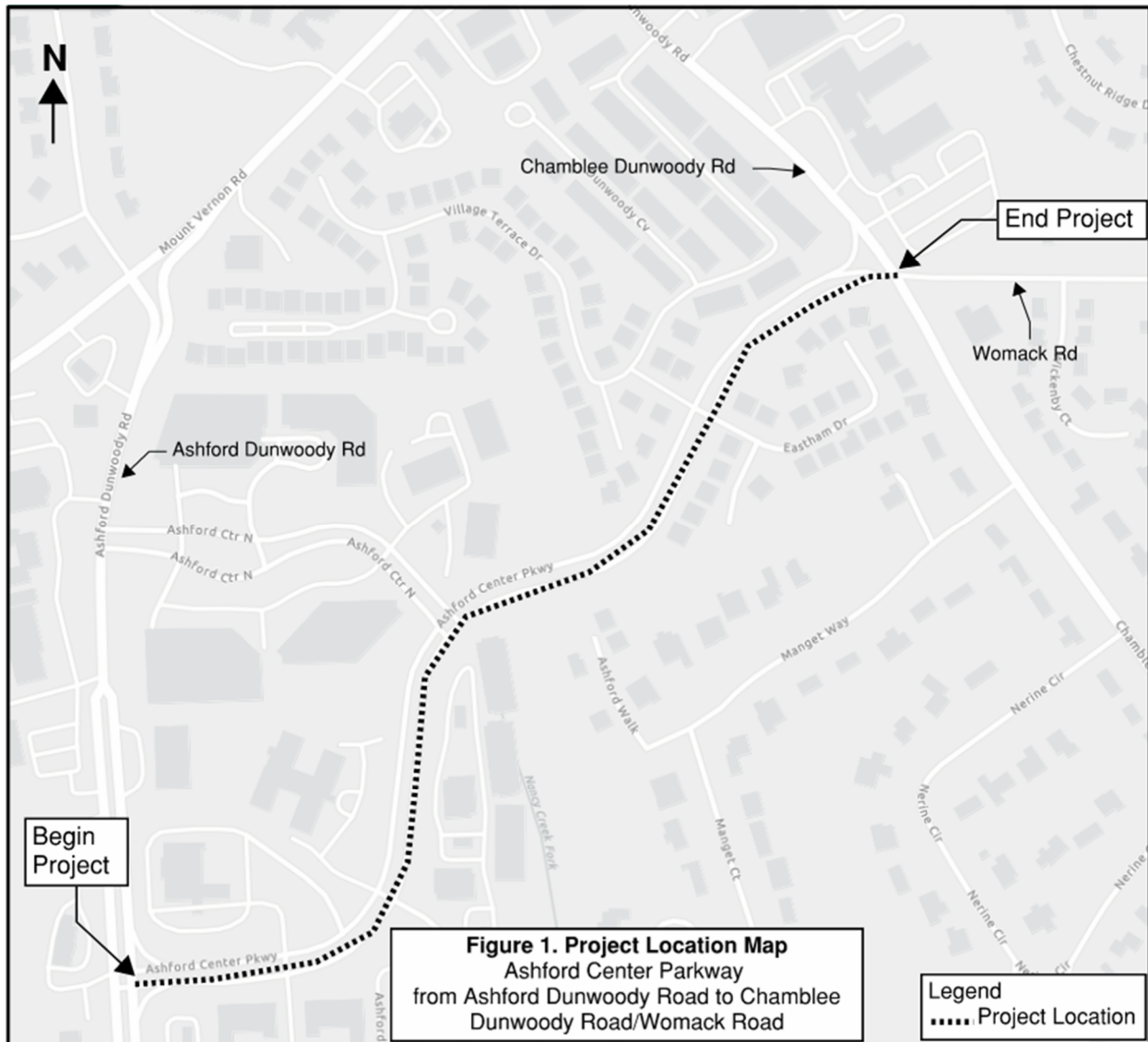
#### **Need and Purpose**

Ashford Center Parkway is a gap in the City's planned bicycle network. The purpose of this project is to close that network gap by connecting the planned Ashford Dunwoody Road Path Phase 2 Project to the Village Crossing Project and improving pedestrian and cyclist connectivity between City trail segments.

#### **Constraints / Design Considerations**

The project is anticipated to require minimal to no additional right-of-way; however, stormwater hydrology analysis will be required to verify that the existing drainage system can accommodate post-project runoff and to identify any necessary improvements. A key constraint is maintaining safe and efficient intersection operations, turning movements, and access; traffic data and analysis should support all proposed design recommendations.

**Figure 1. Project Location Map**



Projects in the Area

- Identified as P1 in the Dunwoody Trail Master Plan – Chamblee Dunwoody Road - Village Crossing from Womack Road to Roberts Drive is in preliminary design. Project website link [Village Crossing - Chamblee Dunwoody Road | City of Dunwoody](#).
- Identified as P6/P7 in the Dunwoody Trail Master Plan – Ashford Dunwoody Path Phase 2/Phase 3 from Perimeter Center W to Mount Vernon Road is in right-of-way acquisition. Project website link [Ashford Dunwoody Path Phase 2 | City of Dunwoody](#).

Typical Section

- Typical Section – The corridor typical section is a cycle track (one-way vs/ two-way TBD), 6 to 8-foot wide sidewalks, 10 to 11-foot wide travel lane (one in each direction), 2-foot curb and gutter, and a 5-foot landscaped buffer with a 4:1 cut/fill slope (desired) in grassed areas.

City Responsibility

The city will provide the successful Proposer with the city’s geographic information system (GIS) data specific to this project for developing the concept and design. The GIS data will include the following:

- Aerials (Imagery)
- Available DeKalb County utilities (Water & Sewer)
- Roads
- Sidewalks
- Stormwater
- Property lines
- Excel file of the Property addresses
- 3D contour CADD files
- Dunwoody ITS Fiber

The city will be responsible for utility coordination/submittals, and relocation agreements including DeKalb County DWM water and sewer work. Utility plans and incorporating any utility relocation provided by utility companies and identifying any project conflicts with the proposed utilities shall be included and addressed by the consultant in the final construction plan set and schedule of values.

The city will be responsible for the acquisition of right-of-way for the project based on the consultant preparing right-of-way plans with the exceptions detailed in the Technical Scope of Services.

The city will provide a draft project schedule in Microsoft Project format by the Kick-Off Meeting for the project team concurrence prior to commencing work.

**Technical Scope of Services**

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

3.13	Facilities for Bicycles and Pedestrians
------	---

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:

1.07	Attitude, Opinion, and Community Value Studies (Public Involvement)
1.10	Traffic Analysis
1.13	Non-Motorized Transportation Planning
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
3.12	Hydraulic and Hydrological Studies (Roadway)
3.15	Highway Lighting
5.01	Land Surveying
5.02	Engineering Surveying
5.08	Overhead/Subsurface Utility Engineering (SUE)
9.01	Erosion, Sedimentation, and Pollution Control Plan
9.03	Field Inspection for Erosion Control

The project is funded from the city budget. Accordingly, the successful Proposer will be required to comply with all applicable Federal, State, and City regulations. **All engineering and design services shall be in accordance with all applicable guidelines of the current edition of the following:**

- a. **American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities,**
- b. **American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets,**
- c. **ANSI/IES RP8-25 – Recommended Practice: Lighting Roadway and Parking Facilities**
- d. **National Association of City Transportation Officials (NACTO) Guidance,**
- e. **American Disability Act (ADA),**
- f. **Manual on Uniform traffic Control Devices (MUTCD),**
- g. **Georgia Soil and Water Conservation Commission Manual for Erosion and Sediment Control in Georgia,**
- h. **City of Dunwoody Design Requirements for Transportation Infrastructure Projects,**
- i. **City of Dunwoody Code of Ordinances,**
- j. **City of Dunwoody Standards and Construction Details,**
- k. **GDOT Standards and Details,**
- l. **GDOT Standard Specifications for the Construction of Transportation Systems**

The Project Team shall provide comprehensive analysis and design of all project elements including the following:

- Field Survey
- Structural
- Geotechnical
- Engineering services
- Landscape Design
- Lighting Design
- Drainage/Hydrology/MS4 Analysis
- Right of Way Design
- Signal Design
- Signing and Marking Design
- Erosion and Sedimentation Control Design
- Traffic Analysis and Engineering Study
- Public Involvement Intersection Sight Distance Analysis
- Pedestrian and Bike Facilities Analysis



The project will be designed in the following phases: Concept, Preliminary Plans, Right of Way, Final Plans, and Construction Administration phases. The Project Team will facilitate Monthly Team Meetings to discuss progress, design issues, and preparation for other formal meetings and will provide meeting minutes post meeting. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Proposal.

The city has the authority to adjust funding allocations in response to changing circumstances and to effectively meet the needs of its communities. The city's budgeting follows the calendar year and may change based on shifting priorities. Funding for this project has been allocated for specific years, which the proposer must take into account when preparing the proposal. It is important for the proposer to adhere to the timeline corresponding to these budgeting years to ensure the successful delivery of the project.

Preliminary Engineering: 2026

Right of Way: 2027

Construction: 2028/2029

The design shall be prepared by or under the direct supervision of licensed design professionals. A Professional Engineer licensed to practice engineering in the State of Georgia, shall seal the final plans. Their seal on the drawings shall represent certification that the design meets all applicable codes, is of good engineering practice and standards, and includes no Design Exception or Design Variances unless approved by the City.

## A. Concept Phase

### A.1 City Concept Report to include:

- A.1.1 Project layout and one (1) alternative if applicable.
- A.1.2 Drainage Design.
- A.1.3 Construction limits.
- A.1.4 Required Right of Way delineation.
- A.1.5 Typical Section.
- A.1.6 Construction Cost Estimate with excel file of the ROW area table per parcel.
- A.1.7 Traffic Analysis and Memo/Report:
  - Detailing existing and proposed conditions analysis,
  - Peak hour traffic counts,
  - Crash history analysis,
  - Recommended improvements.

### A.2 Field Meeting with City prior to Concept Report and Layout approval

### A.3 Public Information Meeting

- A.3.1 Prepare Project Boards and Layouts.
- A.3.2 Prepare Handout & Postcards, if needed.
- A.3.3 Prepare Legal Advertisement; City will coordinate advertisement in legal organ and the city website.
- A.3.4 Attend the Public Information Meeting.
- A.3.5 Prepare meeting synopsis with summary of comments and comment response letters.

### A.4 Stakeholder Meetings

- A.4.1 City Staff will coordinate and conduct stakeholder meetings. The Consultant may need to provide project materials and participate in the meeting if requested. The goal is to minimize the Consultant's effort.

## B. Survey Database

- B.1 Mail Right of Entry Letter (Survey).
- B.2 Prepare Survey Database and conduct a Quality Assurance/Quality Control (QA/QC) prior to commencing design phase.
- B.3 Collect all areas inside the field survey limits (XX' on the north side of C/L and to the existing ROW on the south side). Collect all information including but not limited to:

- B.3.1 Existing corridor features such as roadway centerline, edge of pavement, curb and gutter, sidewalks, closed drainage network, etc.
- B.3.2 Above ground utilities and all utilities marked via GA 811. It will be the responsibility of the Consultant to call in the 811 tickets in coordination with the survey field work.
- B.3.3 Research property data for the property database.
- B.3.4 Field ties all front property corners and ROW markers if possible. Tie back property corners, if possible, with minimal effort. Perform property resolution holding to as many property corners as possible using professional judgement.
- B.3.5 Collect pipe conditions for all cross drains and other stormwater pipes within the survey limits.
- B.3.6 Driveways.
- B.3.7 Buildings.
- B.3.8 Mailboxes.
- B.3.9 Tree survey to include trees 6” or greater in diameter (measured at chest height) .
- B.3.10 “Waters of the State” centerline and top of bank within 150 feet of the project boundary.
- B.3.11 Existing 2-foot topographic lines.
- B.3.12 Gather septic tank locations and drain lines within defined project limits using information is available from the DeKalb County Health Department.
- B.3.13 Perform SUE Level A, as needed.

## C. Preliminary Plans

- C.1 Cover Sheet, Typical Sections, Plan and Profile, Cross Sections
  - C.1.1 Plan, Profile, and Cross-Sections shall include existing and relocated utility infrastructure (duct, distribution pipes, etc.) and existing and proposed drainage systems.
- C.2 Preliminary Right-Of-Way and Easements.
- C.3 Prepare 1st Submission Utility Package to be submitted to the city. The city will be responsible for submission to the utility companies and coordination throughout the project. The consultant will be responsible for verifying the utilities.
- C.4 Staging Plans (If required).
- C.5 Signing and Marking Plans.
- C.6 Driveway Profiles with the existing utilities (existing and proposed) and drainage system (existing and proposed).

- C.7 Preliminary Erosion Control Plans including sediment basins and detention basins if required.
- C.8 Draft Special Provisions.
- C.9 Approved Design Exceptions/Design Variances (If required).
- C.10 Hydrology Report that addresses Post Stormwater construction per the City's Linear Transportation Feasibility Policy Guidance for any project that creates, adds, or replaces 5,000 sq-ft or more of impervious area.
  - C.10.1 The Hydrology Report will be generated with the 60% plans and will follow the provided report template (See Appendix C).
  - C.10.2 Drainage Profiles showing Drainage ID, 25-year and 100-year storm event HGL, Top of Structure, Bottom of Structure, Invert (in/out), Height of Structure, Pipe length, Pipe size, Pipe material, existing elevations and post.
  - C.10.3 Post flow conditions shall be equal to or lower than pre flow conditions at all project outfalls when feasible. All unattainable flow conditions require approval by the City. A meeting shall be held to discuss flow increases at any outfall as soon as practicable.
  - C.10.4 Pre and post construction analysis shall model flows for the 1-year, 10-year, 25-year, and 100-year storm events.
  - C.10.5 A 10% Downstream Analysis will be used to evaluate the 100-year storm event to ensure flooding is not made worse.
  - C.10.6 A thorough downstream analysis covering 10% of the affected area will be carried out to evaluate the potential impacts of a 100-year storm event. This assessment aims to ensure that existing flooding conditions are not exacerbated and that appropriate measures are in place to manage water flow effectively.
- C.11 Prepare, Respond and Address comments for 60% Plan Package Submittal per Appendix E, including a right of way area excel detailing by parcel the area of required right of way, temporary easement, permanent easement, and driveway easement.
- C.12 Prepare a detailed Construction Cost Estimate for 60% Plans.
- C.13 Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly with documentation.

#### D. Right-Of-Way plans

- D.1 Prepare ROW Plans per City' ROW guidance (See Appendix D). These plans will include cover and ROW Plans sheets.

- D.2 Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly with documentation.
- D.3 Perform ROW and Easement Staking (assume 25% of the acquisitions).
- D.4 Perform necessary ROW revisions caused by changes to the plans that resulted from right-of-way negotiations. Assume one revision per acquired parcel.
- D.5 Provide the legal descriptions for closing the right of way agreements.

#### E. Final plan design

- E.1 Final Plan, Profile, and Cross Section with sections shall include major existing and relocated utility infrastructure (duct, distribution pipes, etc.) and existing and proposed drainage.
- E.2 Signing and Marking Plans.
- E.3 Utility Plans.
- E.4 Driveway profile.
- E.5 Staging Plans.
- E.6 Lighting Plans.
- E.7 Landscape Plans.
- E.8 2nd Submission Utilities Package. The city will be responsible for submission to the utility companies and coordination throughout the project. The consultant will be responsible for verifying the utilities information and potential conflicts with the proposed project.
- E.9 Final Erosion Control Plans including sediment details, if required.
- E.10 Final Hydrology Report with MS4 Reports.
  - E.10.1 Post Construction Stormwater BMP Construction Details, if required.
  - E.10.2 Outlet Control Structure detail and specifications.
  - E.10.3 Any infeasibility reports generated throughout the stormwater management design process.
- E.11 All Special Provisions.
- E.12 Prepare a detailed Construction Cost Estimate for 90% Plan Review, and Final Bid Plans.
- E.13 Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly with documentation.

E.14 Respond and Address 90% Plan Review comments

E.15 Final Bid package that includes:

- Final signed and sealed construction plans,
- Bid Tab as a pdf and excel file,
- Special Provisions,
- CADD files, and
- Electronic approved design documentation – reports and memos.

## F. Construction Administration

- F.1 Prepare Revisions, Amendments and/or “Use on Construction” revisions as required. Assume 5 revisions.
- F.2 Respond to questions during the bidding and construction phases, as needed.
- F.3 Respond to up to 5 RFIs.
- F.4 Provide a 7-day Erosion Control letter, if required.
- F.5 Attend Owner Architect Contractor (OAC) meeting.

## G. Deliverables

- G.1 Approved City Concept Report. See Appendix B
- G.2 Public Information Open House (PIOH): prepare the legal advertisement, project handout, layout displays, meeting synopsis with a summary of comments, and comment response letters. The city will be responsible for hosting the project website along with producing and printing yard signs, and social media notifications.
- G.3 60% Plans with cost estimate and responses to city comments, Hydrology Report including MS4 Feasibility and responses to city comments. See Appendix C & E
- G.4 Approved Right of Way Plans. See Appendix D
- G.5 90% Plans and Responses with cost estimate.
- G.6 Final Bid Plans, Special Provisions as needed, Final Bid Tabs (pdf and excel file), Electronic PDF of all Approved Memos/Reports and CADD Files (Microstation DGN format). See Appendix E
- G.7 Approved Hydrology Report and/or MS4 report.
- G.8 Approved Design Exceptions/Variations (as needed).

G.9 Meeting Minutes for all Project Team Meetings, Stakeholder Meetings, etc.

# Appendix A

## Proposal Forms



## PROPOSAL FORM – REQUIRED IN SUBMITTAL

### REQUEST FOR PROPOSALS (RFP), RFP 26-04

Firm Name: \_\_\_\_\_

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

The Proposer further represents that it has examined or investigated the site conditions, if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this proposal is accepted, to enter into the written Contract with the City in the form of the Contract. See Sample Contract in Appendix F and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which the Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within twenty (20) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its proposal.

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



Firm Name: \_\_\_\_\_

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

Addendum No. / Date

- 1.
- 2.
- 3.
- 4.
- 5.

It shall be the responsibility of each Proposer to visit the City's Purchasing Department Website, <https://www.dunwoodyga.gov/business/doing-business-with-the-city/procurement-opportunities>

to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to terminate the contract.

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

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

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



**COST PROPOSAL FORM**

The Proposer agrees to provide all the work to complete the project described in the RFP and the Proposal for the amount listed. Phases A through F are billed as an hourly lump sum with a not to exceed cost by Phase. Other identified tasks below will be a unit cost rate as outlined in Table 2.

**Table 1 Cost Proposal Total:** \_\_\_\_\_

**Table 1**

Phase	Cost
A. Concept	
B. Survey Database	
C. Preliminary	
D. Right of Way	
E. Final	
F. Construction Administration (Allowance)	

**Table 2**

Task	Cost
Right of Way Staking (Cost/parcel)	
SUE Level A (Cost/day)	
Construction Administration OAC Meeting (Cost/hr)	

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

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

Street Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

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

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

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

Email Address/Telephone Number \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

- 1) \_\_\_\_\_ I am a United States citizen  
(Must include copy of either current State Driver's License, Passport, or Military ID)
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States\*\*  
(Must include a copy of your current State Driver's License and a copy of your Permanent Resident Card or Employment Authorization Card)
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.\*\*  
(Must include a copy of your current State Driver's License and a copy of your Permanent Resident Card or Employment Authorization Card)

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

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

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

\_\_\_\_\_

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

Executed in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

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

\_\_\_\_\_  
Date

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

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

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

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



**RFP 26-04, Request for Proposals for Engineering Design Services**

**Ashford Connector Path**

I, \_\_\_\_\_ (Print Name), a representative of  
\_\_\_\_\_(Prime Firm) do hereby state that I have  
read and understand the Sample Contract in Appendix F and

- Do not take exception to the terms and conditions of the contract
- Do take exception to the terms and conditions and have attached the list of issues

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

\_\_\_\_\_  
Printed Name and Title of Representative

Appendix B  
Concept Report Template



## PROJECT CONCEPT REPORT

City Project #: \_\_\_\_\_  
Project Name: \_\_\_\_\_

### PROJECT LOCATION

*Include a project location map sufficient to clearly locate the project and its beginning and ending point.*



**BACKGROUND DATA**

**Project Need and Purpose:** TO BE PROVIDED BY THE CITY

**Existing conditions:** *A brief general description of the project area as it currently is, including lanes, sidewalks, major intersections, structures, and major utilities in project area. A narrative of any operational or safety deficiencies should be included.*

**Description of the proposed project:** *A brief description of the proposed improvements including project limits, lanes, sidewalks, etc. and how the proposed improvements address the need.*

**Projected Traffic (For all Pedestrian and Bicycle Projects; Delete this section):**

ADT or AADT                      24 HR T: \_\_\_\_\_%      D: \_\_\_\_\_%  
Current Year (20WW): \_\_\_\_\_      Open Year (20XX): \_\_\_\_\_      Design Year (20YY): \_\_\_\_\_  
Traffic Projections Performed by:

**Functional Classification (Mainline):** *Functional Classification*

**Considerations for Bicycle, Pedestrian, and/or Transit Standards:**

- None    Bicycle    Pedestrian    Transit

**DESIGN AND STRUCTURAL**

Roadway name	Functional Classification: <i>Functional Classification</i>		
	Existing	City Policy	Proposed
<b>Feature</b> <i>Standard criteria are listed in bold text</i>			
<b>Typical Section:</b>			
- Number of Through Lanes			
- Lane Width(s) (-ft)		10'-12'	
- Median Width (-ft) & Type		2-4' Concrete; >4' grassed	
- Shoulder Width (-ft) (Outside) <i>rural – include overall &amp; paved widths</i>		2' Curb and gutter; 5' grass buffer; 6' sidewalks or 12' shared use path	
- Border Area Width (-ft) <i>urban shoulder</i>			
- Cross Slope (%)		2%	
- Outside Shoulder Slope (%)		2%	
- Inside Shoulder Width (-ft) <i>overall &amp; paved widths; if n/a delete row</i>			
- Sidewalks (-ft) <i>(width/type)</i>		6 feet/concrete	
- Auxiliary Lanes (# LTL, RTL or TWLTL / -ft width)			
- Bike Accommodations			
Posted Speed (mph)			
Design Speed (mph)			
Minimum Horizontal Curve Radius (-ft) <i>see GDOT DPM Ch. 4</i>			<i>Min radius anticipated</i>
Maximum Superelevation Rate (%) <i>see GDOT DPM Ch. 4</i>			<i>Max SE anticipated</i>
Maximum Grade (%) <i>see GDOT DPM Ch. 4</i>			<i>Max design grade anticipated</i>
<b>Access Control</b>		Permitted	
Design Vehicle			
Check Vehicle <i>as appropriate (e.g. OSOW)</i>			
Pavement Type			

**Description of Proposed Structural:**  
List and describe proposed structural features

Lighting required:  No  Yes

Design Exceptions/Variance anticipated:

**UTILITY AND PROPERTY**

**SUE Required:**  No  Yes  Undetermined

**Utility Involvements:** City will provide list of utilities along the corridor.

Utility Company	No Conflict	Anticipated Conflict	Unknown
Georgia Power	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**RIGHT OF WAY**

Right-of-Way (ROW): Existing width: \_\_\_\_\_ ft Proposed width: \_\_\_\_\_ ft

Required Right-of-Way anticipated:  None  Yes  Undetermined

Easements anticipated:  None  Temporary  Permanent \*  Utility  Other

Parcel Number	Area of Required Right of Way (SF)	Area of Permanent Easement (SF)	Area of Temporary Easement (SF)	Areas of Driveway Easement (SF)

Anticipated total number of impacted parcels: \_\_\_\_\_  
 Displacements anticipated:      Businesses: \_\_\_\_\_  
    Residences: \_\_\_\_\_  
    Other: \_\_\_\_\_  
 Total Displacements: \_\_\_\_\_

**PERMITS**

List Environmental Permits, Variances, Commitments, and Coordination anticipated:

GDOT Encroachment Permit Required:

Corps Permit Required:

**ALTERNATIVES DISCUSSION (Delete section if there is no alternative analyzed)**

<b>Preferred Alternative: <i>description</i></b>			
<b>Estimated Property Impacts:</b>		<b>Estimated Total Cost:</b>	
<b>Estimated R/W Cost:</b>		<b>Estimated CST Time:</b>	
<b>Rationale: <i>(Why was this alternative selected?)</i></b>			

<b>Alternative 1: <i>description</i></b>			
<b>Estimated Property Impacts:</b>		<b>Estimated Total Cost:</b>	
<b>Estimated R/W Cost:</b>		<b>Estimated CST Time:</b>	
<b>Rationale: <i>(Why was this alternative not selected?)</i></b>			

**Comments/Additional Information:**

**LIST OF ATTACHMENTS/SUPPORTING DATA**

List and attach as appropriate to project.

1. Concept Layout
2. Typical sections
3. Cost Estimates
4. Crash summaries for last three years, if applicable
5. Summary of TE Memo and/or Signal Warrant Analysis, if applicable
6. Other items referred to in the body of the report

## Appendix C

### Linear Projects Hydrology Report Template



## Stormwater Management Report

for

**[PROJECT NAME]**

**City of Dunwoody Project No. RFP ##-##**

**Prepared for:**

**City of Dunwoody**

Public Works

4800 Ashford Dunwoody Road  
Dunwoody, GA 30328

**[NAME OF DESIGN FIRM]**

**[ADDRESS]**

**[Date]**

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EXHIBITS

Exhibit # .....	Basin Outfall Map - Pre Project Conditions (Basins X - Z)
Exhibit # .....	Basin Outfall Map - Post Project Conditions (Basins X - Z)
Exhibit # .....	Pre Project Conditions – Storm Drain Network and Inlet DA Map – Basin X
Exhibit # .....	Post Project Conditions – Storm Drain Network and Inlet DA Map – Basin X

- Exhibit # ..... Pre Project Conditions – Storm Drain Network and Inlet DA Map – Basin **Y**
- Exhibit # ..... Post Project Conditions – Storm Drain Network and Inlet DA Map – Basin **Y**
- Exhibit # ..... Pre Project Conditions – Storm Drain Network and Inlet DA Map – Basin **Z**
- Exhibit # ..... Post Project Conditions – Storm Drain Network and Inlet DA Map – Basin **Z**
- Exhibit # ..... Basin **X** - 10 Percent Downstream Analysis Map
- Exhibit # ..... Basin **Y** - 10 Percent Downstream Analysis Map
- Exhibit # ..... Basin **Z** - 10 Percent Downstream Analysis Map

APPENDICES *(EXAMPLE – Substitute sections as appropriate)*

- Appendix **A** TR-55 Tc Worksheets  
Composite CN Land Use Breakouts
- Appendix **B** Stormwater Management Volumes by Basin,  
Calculations for Standards and Treatment Volumes  
Forms for Determination of Infeasibility
- Appendix **C** Drainage Pipe Capacity Output Summary  
25 YR and 100 YR Pre and Post Project
- Appendix **D** HydroCAD Modeling Output for 2-, 5-, 10-, 25-, 50- and 100-year Storm  
Events
- Appendix **E** Gutter Spread
- Appendix **F** *(Any other applicable reference material used ...)*

**Project Narrative and Purpose**

[Introductory information about the project, requirements for management of post-development and redevelopment (design storms used). Purpose of the report. Information about the Total project area, area disturbed, impervious area, hydrologic conditions (watershed/basin name, location of project within the watershed), drainage basin land use and number of subbasins. Any other general RFP information.]

**Stormwater Quantity Management**

[Current vs. proposed conditions of entire project area (impervious area), known drainage concerns]

**Basin X**

[Describe basin location in context of the entire project, outfall location, location of the 10% downstream analysis point. Existing vs. proposed conditions of specific basin (e.g., what is taking place in this basin relative to the project). Reference exhibits.]

*Pre vs. Post*

Calculated Value	Pre	Post	Difference (Pre-Post)	% Change
Drainage Area (acres)				
CN-value				
Impervious (acres/sf)				
25-YR (cfs)				
100-YR (cfs)				

*10% Downstream Analysis*

	Pre	Post	% Change
25-YR (cfs)			
100-YR (cfs)			

*Post-Development Standards for Stormwater Management*

<b>Standard</b>	<b>Vol (cf)</b>
RR_v	
WQv	
CP_v	
Q_25	
Q_f	

*SCM Feasibility Assessment*

[Discuss required management volumes based on post-flow calculations, name opportunities and any limitations evaluated for the different SCMs – add reference to the appendix section where documentation is provided.]

*Recommendations*

[Explain what SCM measures are recommended, how well each performance standard is being met. If there has been a determination of infeasibility for SCM(s), explain plan to mitigate impacts.]

**Basin Y**

**Basin Z**

EXHIBIT #

## APPENDIX #

Appendix D  
Right of way Plan Checklist

## Right of Way Checklist

City Project No.:

Project Name:

The following checklist shall be completed by the Consultant and submitted with the Right of Way Plan Submittal. The City of Dunwoody Project Manager shall review the checklist for completion before distribution of the plans for review.

Scalable Right Of Way Plans PDF (11x17)

**Cover Sheet**

- Land Lot Numbers and Lines
- Land District Numbers and Lines
- North Arrow
- Street Names
- Begin and End Right of Way Acquisition
- Completion date of plans
- Scale
- Revision Block. All revision dates must be included on cover, revision summary sheet and affected individual sheets.

**Revision Summary Sheet**

**Plan sheets**

- Station and Offsets shown on the plan sheets
- North Arrow
- Construction or Survey Centerline with Bearing
- Street Names
- Construction Limits
- Existing Right-of-Way
- Begin and End Right-of-Way Acquisition
- Revision Block
- Scale
- Legend
- Label Curves and provide curve data

**Data Tables**

- Area for the required Right of Way. (Square feet and acres)
- Remainder(s) on parcels with required R/W; total lot size on parcels with easements only.
- Easements labeled/hatch construction easements
- Easement should have full station and offsets all points

- Easement Area in square feet for each type easement.
- Parcel Number on all applicable sheets.
- Property Owner’s name on all applicable sheets.
- Survey Control Points Tables shown on plan sheets.
- Label Existing items that are not to be disturbed as “Do Not Disturb” (fence, bollards, trees, etc.)

I certify that all required items in the Right of Way Submittal package have been reviewed to meet project standards and guidelines and have satisfied the quality assurance and quality control requirements.

**Certified by:**

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

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

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

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

Appendix E  
Plan Submittal Package Checklist

## 60% Plan Review Checklist

City Project No.:

Project Name:

The following checklist shall be completed by the Consultant and submitted with the 60% Plan Submittal. The City of Dunwoody Project Manager shall review the checklist for completion before distribution of the plans for review.

- Construction Cost Estimate (PDF Format)
- Scalable Construction Plans PDF (11x17)
  - Cover Sheet
  - Index
  - General Notes
  - Preliminary Summary of Quantities
  - Plan and Profile sheets (including horizontal/vertical alignments, pavement limits, construction limits)
  - Cross Sections
  - Preliminary Right of Way and Easements
  - Existing Utilities (Note: Include SUE Conflicts Matrix, if applicable)
    - Or  n/a Signing and Marking Plans
    - Or  n/a Staging Plans
    - Or  n/a Staging Cross Sections
    - Or  n/a Retaining Wall Locations and Wall Envelopes
    - Or  n/a Preliminary Traffic Signal Plans (including strain poles, ADA ramps, concrete islands)
    - Or  n/a Preliminary Lighting Layout (light pole locations with known existing utilities)
    - Or  n/a Driveway Locations and Profiles
    - Or  n/a Post-Construction Stormwater BMP Grading Sheets
    - Or  n/a Preliminary Erosion, Sedimentation and Pollution Plan
    - Or  n/a Special Grading Plan
    - Or  n/a Hydrology Report
    - Or  n/a Intersection Sight Distance Analysis
    - Or  n/a Draft Design Variances
- DGN Files
- Or  n/a Draft Special Provisions (108.08, 150.11, etc.)




I certify that all required items in the 60% Submittal package have been reviewed to meet project standards and guidelines and have satisfied the quality assurance and quality control requirements.

**Certified by:**

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

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

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

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



## Final Bid Plan Review Checklist

City Project No.:

Project Name:

The following checklist shall be completed by the Consultant and submitted with the 60% Plan Submittal. The City of Dunwoody Project Manager shall review the checklist for completion before distribution of the plans for review.

- Construction Cost Estimate (PDF Format)
- Scalable Construction Plans PDF (11x17) based on the 60% Plan Review Checklist and includes the following:
  - Preliminary Summary of Quantities
  - Or  n/a Right of Way Plans based on Closed Acquisition
  - Or  n/a Signing and Marking Plans
  - Or  n/a Staging Plans
  - Or  n/a Staging Cross Sections
  - Or  n/a Retaining Wall Locations and Wall Envelopes
  - Or  n/a Traffic Signal Plans (including strain poles, ADA ramps, concrete islands)
  - Or  n/a Lighting Layout (light pole locations with known existing utilities)
  - Or  n/a Utilities (Existing and Proposed Relocations and UASs)
  - Or  n/a Utility Plans (44 series)
  - Or  n/a Erosion, Sedimentation and Pollution Plan
  - Or  n/a Post Construction Stormwater BMP Construction Details and Grading Sheet
  - Or  n/a Hydrology Report
  - Or  n/a Approved Design Variances
  - Or  n/a Draft Special Provisions (108.08, 150.11, etc.)
- DGN Files

Date Consultant provided Responses to Dunwoody 60% Plan Review comments: \_\_\_\_\_

List all required known permits for the project (Encroachment, SBV, NPDES, etc.)

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I certify that all required items in the Final Bid Submittal package have been reviewed to meet project standards and guidelines and have satisfied the quality assurance and quality control requirements.

**Certified by:**

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

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

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

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

Appendix F  
SAMPLE CONTRACT

## **SAMPLE CONTRACT**

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

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

1. **TERM:**

This contract shall commence upon execution of contract.

2. **ATTACHMENTS:**

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

3. **PERFORMANCE:**

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

4. **PRICE:**

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

This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONSULTANT.

CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

6. TERMINATION FOR CAUSE:

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

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

7. TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person. The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.

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

#### 10. SAFETY AND PROTECTION

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

#### 11. ACCOUNTING RECORDS

The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain.

#### 12. ASSIGNMENT:

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

The Consultant is an independent contractor and nothing contained herein shall be construed as making the Consultant, or its subcontractors, an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.

#### 13. WAIVER:

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

#### 14. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the

invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

15. GOVERNING LAW:

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

16. MERGER CLAUSE:

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

17. TRAVEL COST REIMBURSEMENT

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

18. OWNERSHIP OF INTELLECTUAL PROPERTY

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

19. PROFESSIONAL LIABILITY INSURANCE

The Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

Professional Liability (Errors and Omissions): \$1,000,000 per claim/\$1,000,000 aggregate limit

20. NON-DISCRIMINATION

During the performance of this contract, the contractor/consultant, for itself, its assignees and

successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

20.1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally

assisted programs of United States Department of Transportation (USDOT), Title 49, Code

of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter

referred to as the Regulations), which are herein incorporated by reference and made a

part of this contract.

#### 20.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Sample Contract (Appendix F) of the Regulations.

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

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

#### 20.4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such

Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to The City of Dunwoody, GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

#### 20.5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract

sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

#### 20.6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.



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

DUNWOODY, GEORGIA

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

Mayor, City of Dunwoody, GA

ATTEST:

Signature \_\_\_\_\_

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

City Clerk

APPROVED AS TO FORM:

Signature \_\_\_\_\_

Dunwoody Staff Attorney

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

BY:

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

ATTEST:

Signature \_\_\_\_\_

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

Corporate Secretary

(Seal)

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