



CITY OF DUNWOODY

41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
Phone: 678.382.6700 • Fax: 678.382.6701
www.dunwoodyga.gov

MEMORANDUM

To: Honorable Mayor and City Council

From: Michael Smith, Director of Public Works

Date: December 10, 2009

Subject: **Dunwoody Village Pkwy Transportation Enhancement (TE) - Design Contract Award**

At the November 16, 2009 Council work session, a recommendation was made to award the design contract for the Dunwoody Village Parkway project to Kimley-Horn. Subsequently, staff has reviewed the scope of work proposed by Kimley-Horn and negotiated a fee of \$148,000 as outlined in the attached fee proposal.

The proposed fee includes all of the surveying, data collection, environmental assessment and conceptual design required for the entire length of the parkway. Upon completion of this conceptual work Kimley-Horn will develop a conceptual cost estimate. Preliminary and final design plans will be prepared based on an anticipated construction budget of up to \$800,000. A summary of the funding for this project is provided in the following table:

| Task | Current Funding | Current Funding Source |
|--------------|------------------------|-------------------------------|
| Design | \$200,000 | City of Dunwoody |
| | \$200,000 ¹ | MARTA Offset Funds |
| Right of Way | \$75,000 ¹ | MARTA Offset Funds |
| Construction | \$500,000 | TE Grant |

¹The city is receiving \$275,000 of the requested \$800,000 in MARTA Offset Funds.

As discussed at the work session, we plan to proceed with surveying, data collection and environmental clearance work immediately upon approval of the contract. Once these tasks are complete, design work may be suspended for a period of time to allow the Dunwoody Village redevelopment plan to progress. The goal will be to align the parkway design with the vision for the area that arises from the redevelopment plan process. The parkway design scope of work includes attendance at two village redevelopment public meetings in addition to the public meetings that will be held specifically for the parkway design.



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Staff recommends award of the contract to Kimley-Horn based on the evaluation of the proposal selection committee and the negotiated fee. Additionally, the city should draw down the MARTA funds for design and move the \$200,000 the city budgeted for design to the construction phase.



December 9, 2009

Mr. Rich Hampton, CPPB, CGFM
Purchasing Manager
City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

■
The Biltmore
Suite 601
817 West Peachtree Street
Atlanta, Georgia
30308

Re: Dunwoody Village Parkway Bike and Pedestrian Improvements
Project No T09401

Dear Rich:

Kimley-Horn and Associates, Inc. (“KHA”) is pleased to submit this proposal to The City of Dunwoody (“the Client”) for providing transportation engineering and landscape architecture services on the Dunwoody Village Parkway Bike and Pedestrian Improvements project. Our project understanding, scope of services and fee are below.

PROJECT UNDERSTANDING

The project consists of bicycle and pedestrian improvements along Dunwoody Village Parkway from Mount Vernon Road to Chamblee Dunwoody Road in the City of Dunwoody, Georgia. A Transportation Enhancement (TE) Grant in the amount of \$500,000 has been awarded to the City by the Georgia Department of Transportation (GDOT), and the City anticipates programming of an additional \$275,000 in MARTA American Recovery and Reinvestment Act (ARRA) offset funding through the Atlanta Regional Commission (ARC) and DeKalb County. The scope of services below assumes that KHA will develop a complete concept plan for improvements along the entire length of Dunwoody Village Parkway. The concept plan will consist of improved sidewalks, landscape and hardscape features, reconfiguration of the roadway typical section to accommodate bicycle facilities along Dunwoody Village Parkway, and two traffic signal modifications with improved crosswalks and pedestrian features at the intersections with Chamblee Dunwoody Road and Mount Vernon Road. The project concept will be coordinated with the upcoming Dunwoody Village Redevelopment Plan, which will create a vision for the overall redevelopment of the existing commercial property in the vicinity of the project. The scope below also assumes that preliminary and final construction documents will be prepared for a portion of improvements identified in the concept plan, based on an anticipated construction budget of approximately \$800,000.

SCOPE OF SERVICES

Phase I: Conceptual Design

KHA will perform a traffic analysis of the existing roadway and develop a conceptual plan for proposed bicycle and pedestrian improvements. KHA will obtain AM and PM peak hour turning movement counts at intersections, and a field visit will be performed at the proposed project location to obtain existing laneage and traffic control information. KHA will analyze the AM and

PM peak levels of service under both the existing and the design year conditions, and will prepare a technical memorandum that summarizes our findings.

Up to two (2) KHA staff will attend up to two (2) public meetings for the Dunwoody Village Redevelopment Plan (to be advertised and hosted by the City) in order to obtain an understanding of the redevelopment plan and its impacts of the design of Dunwoody Village Parkway.

KHA's specific public involvement program for Dunwoody Village Parkway will consist of the following: Up to two (2) KHA staff will attend up to two (2) focus group meetings to discuss the roadway concept with key property owners and stakeholders, and up to three (3) KHA staff will attend one (1) Public Information Open House (PIOH) to present the roadway concept to the community at-large.

Once the Dunwoody Village Redevelopment Plan has been finalized, KHA will begin conceptual design for Dunwoody Village Parkway. The concept plan will show limits of construction, proposed locations of sidewalks, bicycle facilities and on-street parking, and proposed striping modifications along Dunwoody Village Parkway. KHA will prepare a draft concept report in GDOT format based on the conceptual plan, and will attend up to two (2) team meetings with City of Dunwoody staff to discuss the concept plan and report. The final concept plan and report will be submitted to GDOT's TE program manager for approval, and KHA will address comments resulting from one (1) round of GDOT review. KHA will also perform an analysis to identify elements of the concept plan that will be carried forward to preliminary and final design. This analysis will be based on the overall concept plan, results of the Dunwoody Village Redevelopment Plan, and public input, and will be prepared in consideration of an anticipated construction budget of \$800,000.

Phase II: Survey Database Preparation

KHA will coordinate preparation of a complete topographic and property survey documenting existing edge of curb, driveways, storm drainage, sidewalks, visible above-ground utilities, striping and right-of-along Dunwoody Village Parkway as noted in the project understanding above. These services will be performed by our survey subconsultant, and will be suitable for use during concept development and preliminary and final plan preparation.

Phase III: Environmental Documentation

KHA will complete a Categorical Exclusion (CE) document for the proposed Dunwoody Village Parkway Bike and Pedestrian Improvements project. Beginning with initial site review and early coordination letters, we will conduct the analysis and documentation steps to obtain environmental clearance. Our local staff is very familiar with the specific tasks and review processes required. The Consultant's efforts will be limited to one field survey of the area, and a desktop data review of readily available aerial photography, documents, and GIS data.

Project deliverables will include the early coordination letters (including appropriate graphic attachments), Ecology Assessment, Historic Resources Survey Report, a Negative Finding Short Form for Archaeology Report and Categorical Exclusion (CE) in the current GDOT format. Based on our experience, Air Quality and Noise special studies are not required given the nature of the project. We will prepare for and attend one Public Involvement Open House meeting as well as respond to any comments submitted on the project. We have included time to process one re-evaluation of the approved CE if required in the schedule (required every six months, and assumes no change in the design footprint that would require new analysis).

Phase IV: Preliminary Roadway and Right-of-Way Plan Preparation

KHA will prepare 60% complete construction plans based on the portions of the approved concept that have been identified to move forward to final design. The Preliminary Plans will consist of horizontal and vertical alignments, construction limits, preliminary signing and marking plans, preliminary traffic signal modification plans, preliminary landscape/hardscape plans, preliminary erosion control plans, and preliminary utility plans.

Two traffic signal modification plans will be prepared – one at the intersection with Chamblee Dunwoody Road, and one at the intersection with Mount Vernon Road. KHA will also prepare design variance requests and submit the requests to GDOT for features that do not meet the Department's design criteria. KHA will submit preliminary plans and a preliminary opinion of probable construction cost to City staff for review, attend one (1) plan review meeting with City staff, and prepare responses to comments and plan revisions resulting from the City's review.

After City review of the preliminary construction plans is complete, KHA will prepare preliminary right-of-way plans. Plans will show limits of proposed right-of-way and easements (if required) with data tables to define the areas of taking, and will be sufficient for the City to complete the acquisition process for affected parcels. Right-of-Way plans will be submitted to GDOT's TE program manager for review and approval, and will be revised based on changes that arise during negotiations with property owners.

Phase V: Final Roadway and Right-of-Way Plan Preparation

KHA will prepare 90% construction plans consisting of all items developed during the Preliminary Plans phase, plus a summary of quantities and detailed estimate. We will submit final plans to City staff for review, attend one (1) final plan review meeting with City staff, and will prepare responses to comments and plan revisions resulting from the City's review. After City plan review comments have been addressed, we will submit the final plans to GDOT for approval, and will respond to up to two (2) rounds of GDOT review comments. KHA will also complete revisions to the approved right-of-way plans that result from City and/or GDOT plan review, or from the right-of-way negotiations process. After the GDOT final construction plan review comments have been addressed, we will prepare 100% construction plans, compile required Special Provisions, and prepare a final opinion of probable construction cost. KHA will provide the City with one (1) set of the 100% documents in electronic format and one (1) printed set of drawings and specifications. Electronic files will be in Microstation V7 format.

Kimley-Horn will provide special provisions, technical specifications, and a bid form to be incorporated into the overall bid documents package prepared by the City of Dunwoody. After GDOT has approved the plans and bid documents and authorized funds for construction, KHA will assist the City with the bidding process by attending one (1) pre-bid conference and responding to contractors' requests-of-Information during the bidding period.

Phase VI: Miscellaneous Services

KHA can provide miscellaneous services as requested by the City of Dunwoody. Miscellaneous services may consist of limited construction phase services as follows:

- Attendance at one (1) pre-construction conference
- Periodic site visits during construction
- Limited response to Request for Information during construction

Total labor effort plus direct expenses for these miscellaneous services will not exceed \$10,000 without authorization from the City of Dunwoody.

LIMITATIONS

KHA has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Meeting attendance beyond that described above
- Preparation for or attendance at public meetings other than those described in Phase I
- Regulatory approvals beyond those described above
- Section 4(f) analysis and documentation
- Air Quality and Noise special studies or permitting
- Geotechnical investigations, including existing pavement evaluations
- Structural or retaining wall design
- Traffic signal modifications design services beyond those described in Phase IV and V
- GDOT coordination and permitting services beyond those described above
- Construction phase services beyond those described in Phase VI above



CLOSURE

If you concur in all the foregoing and wish to direct us to proceed with the services, please provide KHA with a Contract for review and signature. Fees and times stated in this proposal are valid for sixty (60) days after the date of this letter

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Ray Strychalski'.

Ray Strychalski, RLA
Associate

A handwritten signature in black ink, appearing to read 'Sean P. Johnston'.

Sean P. Johnston, P.E.
Associate

Attachment: Fee Proposal

CITY OF DUNWOODY

DEPARTMENT OF PUBLIC WORKS

COST SUMMARY BY PHASE

**DUNWOODY VILLAGE PARKWAY BIKE AND PEDESTRIAN IMPROVEMENTS
PROJECT NO T09401**

| PHASE | PHASE DESCRIPTION | COST |
|--|--|----------------------|
| A | Concept | \$ 32,000.00 |
| B | Database Preparation | \$ 12,000.00 |
| C | Environmental Clearance | \$ 31,000.00 |
| D | Preliminary Roadway & Right-of-way Plans | \$ 44,000.00 |
| E | Final Roadway & Right-of-way Plans | \$ 19,000.00 |
| F | Miscellaneous Services | \$ 10,000.00 |
| Total Contract value for ALL Requirements | | \$ 148,000.00 |

Figure 3

CONSULTANT CONTRACT
<<DESCRIPTION>>

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 Consultant's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Proposal process (hereinafter collectively referred to as the "Bid Proposal") 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 Bid Proposal. *IN PERFORMING ITS PROFESSIONAL SERVICES, THE CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED, UNDER SIMILAR CIRCUMSTANCES, BY REPUTABLE MEMBERS OF ITS PROFESSION.*

4. PRICE:

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

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.

LHF
12/09/09

LHF
12/09/09

EITHER
PARTY

EITHER
PARTY'S

LHF
12/09/2009

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. ASSIGNMENT:

The Consultant shall not sublet, 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.

10. 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.

11. 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.

12. 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.

13. 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.

(Signature Next Page)

DUNWOODY, GEORGIA

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: _____

Ken Wright, 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)

Solicitation No. _____

CONTRACTOR AFFIDAVIT AND CONTRACT

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 contracting with Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dunwoody, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dunwoody at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200__

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).