



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

MEMORANDUM

To: Mayor and City Council
From: Michael Smith, Public Works Director
Date: October 11, 2021
Subject: **Approval of a Contract with Practical Design Partners for Design of a Shared-Use Path on Peeler Road between Winters Chapel Road and Windwood Hollow Park**

BACKGROUND

The city’s transportation plan recommends a shared use path that connects North Peachtree Road to Winters Chapel Road via Peeler Road. Special Purpose Local Option Sales Tax (SPLOST) funding has been included in this year’s budget to design a segment of the path between Winters Chapel Road and Windwood Hollow Park.

The city issued a Request for Proposals (RFP 21-02) to design the shared-use path (<https://www.dunwoodyga.gov/Home/Components/RFP/RFP/21/69>) and received four proposals. City staff evaluated the proposals based on the qualifications and experience of each firm and the personnel proposed to be assigned to the project. After reviewing qualifications, cost proposals were opened and considered as part of the final ranking of each firm. Based on these evaluations, the highest rated proposal was submitted by Practical Design Partners, LLC (PDP). The table below provides a summary of the proposal scoring.

| | Keck & Wood | Lose Design | Mott McDonald | Practical Design Partners |
|-------------------------------|------------------------|--------------------|----------------------|----------------------------------|
| IS | 59 | 64 | 60 | 59 |
| MDS | 57 | 65 | 56 | 61 |
| Qualifications Total Score | 116 | 129 | 116 | 120 |
| Cost Proposal | \$73,000 | \$73,500 | \$117,000 | \$58,400 |
| Cost Score | 30 | 30 | 0 | 40 |
| Total Score | 146 | 159 | 116 | 160 |
| Final Ranking | 3 | 2 | 4 | 1 |

BUDGET

PDP’s proposed design cost of \$58,400 is well below the \$150,000 design budget for this project.

RECOMMENDED ACTION

Staff recommends: 1) award of a \$58,400 contract to Practical Design Partners, Inc. for design of a shared-use path on Peeler Road and 2) authorization of a \$6,000 design contingency.

**ONE TIME
SERVICE PROVIDER CONTRACT
FOR**

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between DUNWOODY, Georgia (Party of the First Part, hereinafter called the "City"), and, _____ (Party of the Second Part, hereinafter called the "Service Provider").

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.

2. ATTACHMENTS:

Copies of the Service Provider's Bid, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the "Bid ") 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, the City's contract documents shall control.

3. PERFORMANCE:

Service Provider 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.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed, which shall in no event exceed \$58,400 without prior written approval. 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 Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider 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 Service Provider. Service Provider'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.

Service Provider 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 Service Provider.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service

Provider of the Service Provider'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.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider 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 Service Provider who shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider 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 Service Provider 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 Service Provider 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 subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider 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.

[Signatures 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: _____
Lynn P. Deutsch, 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