



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

MEMORANDUM

To: Mayor and City Council

From: Todd Meadows, Construction Manager

Date: December 11, 2023

Subject: **Approval of a Construction Agreement with the Georgia Department of Transportation for the Ashford Dunwoody Eastbound On-Ramp Widening Project**

ACTION

Staff requests authorization for the Mayor, City Manager, or designee to execute all documents necessary and proper for the Ashford Dunwoody Road Eastbound Ramp at I-285 Project Construction Agreement between the Georgia Department of Transportation and the City of Dunwoody.

SUMMARY

The Perimeter Community Improvement District (PCID) has been working with the Georgia Department of Transportation (GDOT) to improve traffic flow onto the eastbound I-285 on-ramp at Ashford Dunwoody Road. The concept for this project was presented at the August 10, 2020, meeting of the City Council. As shown in the attached drawing, the proposed improvement consists of adding a lane on the ramp for traffic entering the ramp from the south side of the interchange. Currently the traffic from the south is required to yield at the top of the ramp and merge into the lanes for traffic from the north.

The project is located entirely within GDOT right of way and the state has programmed funding for construction, construction inspection and materials testing with PCID paying all of the design and management costs. The funding requires a local government sponsor and the PCID is requesting Dunwoody to fulfill this role since the project is located within the city limits. As sponsor, Dunwoody has previously submitted customary environmental and utility certifications on behalf of the PCID and recently advertised for construction bids (ITB 23-03). Two bids were received and forwarded to GDOT along with a recommendation to award a contract in the amount of \$2,042,395 to Precision 2000 as the lowest responsive bidder.

GDOT and PCID will reimburse the city for all costs associated with the project. Once the attached Agreement is executed, GDOT will issue a notice to proceed so work can begin in late 2023 or early 2024.

RECOMMENDED ACTION

Staff requests authorization for the Mayor, City Manager, or designee to execute all documents necessary and proper for the Ashford Dunwoody Road Eastbound Ramp at I-285 Project Construction Agreement between the Georgia Department of Transportation and the City of Dunwoody.



December 05, 2023

Lynn Deutsch, Mayor
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

ATTN: Michael Smith, P.E., Director of Public Works

Subject: **Construction Agreement for Execution**
P.I. 0017430, DeKalb County
ASHFORD-DUNWOODY ROAD EB RAMP @ I-285

Dear Mayor Deutsch,

The Department accepts the recommendation from the City of Dunwoody to award Precision 2000, Inc. the contract for construction services concerning the above referenced project. In addition, the Department is requesting that the City of Dunwoody submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00. Please send payment made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

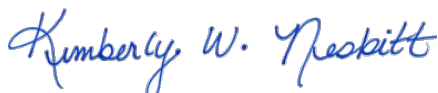
For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and the contract agreement, we will execute the contract agreement and issue the City of Dunwoody a Notice to Proceed to Construction.

Should you have any questions or concerns, please contact the Department's Project Manager, Chris Penuel, at 404-424-9035.

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator

CAR of

KWN:CAR:JTB:CP:ds

Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Paul Denard, District 7 Engineer
Chris Woods, District 7 Construction Manager

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
CITY OF DUNWOODY
FOR 100% STATE FUNDED PROJECTS

This Construction Agreement (“Agreement”), made and entered into this xx day of xx 20xx, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the DEPARTMENT” or “GDOT”), and the City of Dunwoody acting by and through its Mayor and City Council, hereinafter called the "SPONSOR." The DEPARTMENT and LOCAL GOVERNMENT may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a State-aid Project which consists of the construction of project, which has been assigned the following project identification number (P.I. #), P.I. #0017430, hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is currently funded entirely with State funds; and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend state funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the of the Official Code of Georgia Annotated (“O.C.G.A.”), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall consist of adding a third lane to the I-285 Eastbound on-ramp at the Ashford Dunwoody Road/I-285 interchange. The inside shoulder will be widened to accommodate an additional 12-foot wide lane with a 4-foot inside shoulder. The ramp design speed is 35 mph at the connection with Ashford Dunwoody Road and 55 mph at the connection with I-285 which is outside the PROJECT limits. The approximate PROJECT length is 0.13 miles, as set forth in Exhibit A, WORK PLAN. The PROJECT is further defined by the PROJECT estimate sheets

("PROJECT PLANS"), which are on file with the DEPARTMENT and the SPONSOR and are incorporated herein by reference as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be conducted in an economically feasible manner and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall work with the DEPARTMENT District 7, who will advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications - Construction of Transportation Systems (current edition), AASHTO guidelines; Federal Highway Administration ("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated Sections 32-6-70 *et. seq.* and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal laws, including but not limited to Title 22 and Title 32 of the Official Code of Georgia Annotated, the DEPARTMENT'S Right of Way Manual and, where applicable, all all Federal law as referenced within State law and Federal regulations, including but not limited to Titles 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental and historical preservation clearances were approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with applicable Federal and State legal requirements. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT'S authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT'S Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT'S Standard Specifications - Construction of Transportation Systems (current edition); and, any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, the current version of the DEPARTMENT's Utility Accommodation Policy and Standards, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of state funds in some or all categories outlined in this Agreement.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's Standard Specifications - Construction of Transportation Systems (current edition); and, any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after (i) the submittal of acceptable deliverables required for the PROJECT have been completed and submitted by the SPONSOR to the DEPARTMENT and (ii) the necessary certifications as required by the DEPARTMENT have been provided by the SPONSOR to the DEPARTMENT.

The work can be performed by the SPONSOR or can be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall provide the above deliverables and certifications.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written "Notice to Proceed" with construction will be issued. No work shall begin until this "Notice to Proceed" has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of federal, state and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than 275 calendar days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit B, WORK SCHEDULE, with the understanding of the PARTIES that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the PARTIES and evidenced by a written amendment thereto.

ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that these claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article V are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI
INSURANCE

The Sponsor shall provide insurance under this Agreement as follows:

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

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

OR

is self-insured.

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

B. The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement.

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

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

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

D. The above-listed insurance coverages shall be maintained in full force and effect for the entire

term of the Agreement.

- E. The insurance certificate must provide the following:
- i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- F. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.
- G. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and not prohibited by the laws of the State of Georgia.

It is understood and agreed that the total PROJECT budget as outlined in this Article VII and as shown in Exhibit C, BUDGET ESTIMATE, is two million three-hundred six thousand six-hundred ninety-five dollars and zero cents (\$2,306,695.00), which is the sum of (i) the total estimated construction cost of the PROJECT, which is two million forty-one thousand three hundred ninety-five dollars and zero cents (\$2,041,395.00) and (ii) the total estimated cost for Construction Engineering Inspection ("CEI") services for the PROJECT, which is two hundred sixty-five thousand three hundred dollars and zero cents (\$265,300.00). The total PROJECT budget to be financed using state funds, \$2,306,695.00, is the total state contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the state contribution. In no event shall the state contribution for the PROJECT exceed two million three-hundred six thousand six-hundred ninety-five dollars and zero cents (\$2,306,695.00), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX
RESERVED

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for five years.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, cost, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either PARTY with written approval by the other PARTY.

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its or its subcontractor's proposal. The SPONSOR shall notify the DEPARTMENT where such records and documents are kept. The SPONSOR shall make all such materials available for inspection by the DEPARTMENT and its authorized representative(s), its authorized representative(s), and any reviewing agencies at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, at no cost to the DEPARTMENT. The SPONSOR shall furnish copies thereof upon request. The SPONSOR agrees that the provisions of this Article XII shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the PARTIES to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the PARTIES hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files, and other data prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right and modify to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

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

B. The undersigned, on behalf of the SPONSOR, certifies that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A ("Certification of a Drug-Free Workplace") of this Agreement.

C. The SPONSOR has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B ("Certification of Compliances") of this Agreement and will comply in full with said provisions of O.C.G.A. Section 36-81-7.

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

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

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

G. The SPONSOR hereby agrees that neither it nor its subcontractors shall discrimination on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. Sections 34-1-2 *et seq.*); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. Sections 34-6A-1 *et seq.*); Sex Discrimination in Employment (O.C.G.A. 34-5-1 *et seq.*) and the Georgia Fair Employment Practices Act (O.C.G.A. Sections 45-19-20 *et seq.*)

H. The SPONSOR shall certify that the appropriate research, field investigation, design considerations and coordination with the utility/railroad owners on this PROJECT, have been performed, and further certify that all known utility related issues have been identified and resolved. All necessary arrangements have been made for resolution to be undertaken and completed as required for proper coordination with the project's physical construction schedule.

I. The DEPARTMENT shall bear no cost in the utility or railroad relocation reimbursement for this PROJECT. Any agreements for reimbursable utility or railroad relocations required for construction of this PROJECT shall be between the SPONSOR and the respective Utility or Railroad Owner. If a previously unknown conflict arises during construction that requires reimbursement, then the SPONSOR shall be responsible for all such costs.

J. The SPONSOR shall, and shall require its contractors and subcontractors to, comply with the Official Code of Georgia Annotated Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

K. The SPONSOR shall, and shall require its contractors and subcontractors to comply with the "State of Georgia's Sexual Harassment Prevention Policy," as stated in Appendix D of this Agreement.

L. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

ARTICLE XVIII DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS

The DEPARTMENT encourages the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by State funds. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT, on a form to be provided by the DEPARTMENT, regarding whether it utilized any DBE (as defined in 49 CFR Part 26), small business (as defined in 13, CRR Part 121) or veteran owned, along with the following information: (1) the names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract; (2) a description of the work each DBE firm, small business or veteran owned business will perform; and (3) the dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XIX MISCELLANEOUS

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

DEPARTMENT	SPONSOR
Name: Georgia Department of Transportation	Name: Michael D. Smith

Attn: Kimberly W. Nesbitt
 600 West Peachtree Street, NW,
 25th Floor
 Atlanta, Georgia 30308
 Telephone #: (404) 631-1575
 E-mail: knesbitt@dot.ga.gov

Title: Public Works Director
 Address: 4800 Ashford Dunwoody Rd.
 Dunwoody, GA 30338
 Telephone: 678-382-6700
 Email: Michael.Smith@dunwoodyga.gov

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

- B. ASSIGNMENT. Except as herein provided, the PARTIES hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other PARTY, which consent will not be unreasonably withheld.
- C. NONWAIVER. No failure of either PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by the other PARTY with the provisions of this Agreement, and no custom or practice of either PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of either PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.
- D. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES.
- G. WHEREAS CLAUSES, EXHIBITS, AND APPENDICES. The Whereas Clauses, Exhibits, and Appendices hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this

Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one PARTY by reason of the rule of construction that a document is to be construed more strictly against the PARTY who itself or through its agent prepared the same, it being agreed that the agents of all PARTIES have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all PARTIES hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto; no member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the PARTIES hereto.

(SIGNATURES CONTAINED ON THE NEXT PAGE.)

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

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

The City of Dunwoody, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Lynn Deutsch

Signed, sealed and delivered
This ____ day of _____,
2023, in the presence of:

Attest:

Treasurer

Witness: Michael D. Smith

Notary Public: Jessica Holmes

This Agreement, approved by
The City of Dunwoody, the _____
day of _____, 2023

Attest:

Sharon Lowery, City Clerk

26-3687535
Federal Employer Identification
Number:

EXHIBITS

Exhibit A

Work Plan

Exhibit B

Work Schedule

Exhibit C

Budget Estimate

EXHIBIT A**WORK PLAN**

City of Dunwoody

PROJECT NUMBER N/A

P.I. No. 0017430

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

The proposed project consists of adding a third lane to the I-285 Eastbound on-ramp at the Ashford Dunwoody Road/I-285 interchange. The inside shoulder will be widened to accommodate an additional 12-foot wide lane with a 4-foot inside shoulder. The ramp design speed is 35 mph at the connection with Ashford Dunwoody Road and 55 mph at the connection with I-285 which is outside the project limits. The approximate project length is 0.13 miles.

1. Traffic Control
2. Grading
3. Install Concrete Side Barrier
4. Install Pavement
5. Install Drainage
6. Pavement Marking
7. Install Lighting
8. ITS
9. Erosion Control

EXHIBIT B
WORK SCHEDULE

City of Dunwoody

PROJECT NUMBER N/A

P.I. No. 0017430

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed.

Construction will be completed by date stated in the contract, Article IV, Time of Performance.

Utility Permits Approved	May 02, 2022
Award contract	January 15, 2024
Construction NTP	March 01, 2024
Substantial Completion	December 31, 2024
Final inspection	May 31, 2025
Punch List Complete	April 14, 2025

EXHIBIT C
CONSTRUCTION COST

City of Dunwoody

PROJECT NUMBER N/A

P.I. No. 0017430



CIVIL CONSTRUCTION CONTRACTORS

SEALED BID (ORIGINAL)

May 9, 2023
OPEN AT 2:00 PM

ITB 23-03
Ashford Dunwoody RD - I285 On Ramp
Improvements
City of Dunwoody

4800 Ashford Dunwoody Road. Dunwoody. GA. 30338

PRECISION 2000, INC

2215 LAWSON WAY, ATLANTA GA 30341
TEL: 770-455-6142 FAX: 770-455-6120
www.precision2k.com

Georgia General Contractor License: GCCO002912
Georgia Utility Contractor License: UC301157

BID FORM (ITB 23-03)
Ashford Dunwoody EB
Ramp @ I-285
PI Number 0017430
(Final Revised, Addendum #3,
04.28.2023)

Item	Item Description	Unit Price	Unit	Quantity	Total
<u>ROADWAY</u>					
150-1000	Traffic Control	\$ 111,560.00	LS	1	\$ 111,560.00
156-0100	GPS Data Collection and Submittal	\$ 14,510.00	LS	1	\$ 14,510.00
210-0100	Grading Complete - P.I. 0017430	\$ 465,570.00	LS	1	\$ 465,570.00
441-0740	Concrete Median, 4 IN	\$ 94.50	SY	125	\$ 11,812.50
441-6222	Conc Curb & Gutter, 8 IN x 30 IN, TP 2	\$ 68.00	LF	75	\$ 5,100.00
456-2012	Indentation Rumble Strips – Ground -in -Place (Continuous)	\$ 105,810.00	GLM	0.13	\$ 13,755.30
621-6200	Concrete Side Barrier, TP 2-S	\$ 854.00	LF	603	\$ 514,962.00
627-1180	Additional MSE Backfill	\$ 121.00	CY	242	\$ 29,282.00
632-0003	Changeable Message Sign, Portable, Type 3	\$ 21,360.00	EA	1	\$ 21,360.00
648-1550	Impact Attenuator Unit, Type S - Type-S-3-S-20	\$ 46,710.00	EA	1	\$ 46,710.00

\$1,234,621.80

SUBTOTAL: _____

PAVEMENT

310-1101	GR AGGR Base CRS, Incl Matl	\$ 61.50	TN	893	\$ 54,919.50
402-1802	Recycled ASPH Conc Patching, Incl Bitum Matl & H Lime	\$ 250.00	TN	100	\$ 25,000.00
402-1812	Recycled Asph Conc Leveling Incl Bitum Matl & H Lime	\$ 350.00	TN	25	\$ 8,750.00
402-3121	Recycled Asph Conc 25 MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	\$ 250.00	TN	127	\$ 31,750.00

402-3190	Recycled Asph Conc 19 MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	\$ 238.00	TN	165	\$ 39,270.00
402-4510	Recycled Asph Conc 12.5 MM Superpave, GP 2 Only, Incl Polymer-Modified Bitum Matl & H Lime	\$ 238.00	TN	158	\$ 37,604.00
413-0750	Tack Coat	\$ 10.50	GL	116	\$ 1,218.00
432-0206	Mill Asph Conc Pvmt, 1 1/2 IN Depth	\$ 18.50	SY	1313	\$ 24,290.50
439-0022	Plain PC Conc Pvmt, CL 3 Conc, 10 Inch Thk	\$ 157.00	SY	612	\$ 96,084.00
444-1000	Sawed Joints in Exist Pavements - PCC	\$ 6.30	LF	537	\$ 3,383.10
446-1100	Pvmt Reinf Fabric Strips, TP 2, 18 Inch Width	\$ 7.50	LF	385	\$ 2,887.50
500-9999	Class B Conc, Base or Pvmt Widening	\$ 683.00	CY	5	\$ 3,415.00

\$ 328,571.60

SUBTOTAL: _____

DRAINAGE

550-1180	Storm Drain Pipe, 18 IN, H 1-10	\$ 234.00	LF	186	\$ 43,524.00
600-0001	Flowable Fill	\$ 333.00	CY	10	\$ 3,330.00
610-6015	Rem Drop Inlet	\$ 2,378.00	EA	3	\$ 7,134.00
668-2100	Drop Inlet, GP 1	\$ 7,860.00	EA	4	\$ 31,440.00
668-2110	Drop Inlet, GP 1, Addl Depth	\$ 1,009.00	LF	21	\$ 21,189.00

\$ 106,617.00

SUBTOTAL: _____

TEMP EROSION

163-0232	Temporary Grassing	\$ 876.00	AC	1	\$ 876.00
163-0240	Mulch	\$ 594.00	TN	16	\$ 9,504.00
163-0301	Construct and Remove Constructions Exits	\$ 13,070.00	EA	1	\$ 13,070.00
163-0527	Construct and Remove Rip Rap Check Dams, Stone Plain Rip Rap/Sand Bags -0017430	\$ 1,956.00	EA	3	\$ 5,868.00
163-0550	Construct and Remove Inlet Sediment Trap	\$ 350.00	EA	11	\$ 3,850.00

165-0030	Maintenance of Temporary Silt Fence, Type C	\$ 2.40	LF	485	\$ 1,164.00
165-0041	Maintenance of Check Dams – All Types	\$ 35.00	LF	115	\$ 4,025.00
165-0101	Maintenance of Construction Exit	\$ 2,567.00	EA	1	\$ 2,567.00
165-0105	Maintenance of Inlet Sediment Trap	\$ 165.00	EA	11	\$ 1,815.00
165-0310	Maintenance of Construction Exit Tire Wash Area (Per Each)	\$ 2,622.00	EA	1	\$ 2,622.00
171-0030	Temporary Silt Fence, Type C	\$ 6.10	LF	485	\$ 2,958.50
643-8200	Barrier Fence (Orange), 4 FT	\$ 4.70	LF	245	\$ 1,151.50
716-2000	Erosion Control Mats, Slopes	\$ 1.70	SY	100	\$ 170.00

\$ 49,641.00

SUBTOTAL: _____

PERM EROSION

700-7000	Agricultural Lime	\$ 719.00	TN	2	\$ 1,438.00
700-8000	Fertilizer Mixed Grade	\$ 1,314.00	TN	0.50	\$ 657.00
700-8100	Fertilizer Nitrogen Content	\$ 2.10	LB	50	\$ 105.00
700-9300	Sod	\$ 23.00	SY	485	\$ 11,155.00

\$ 13,355.00

SUBTOTAL: _____

Pavement Marking

653-0110	Thermoplastic Pvmt Marking, ARROW, TP 1	\$ 188.00	EA	11	\$ 2,068.00
653-0180	Thermoplastic Pvmt Marking, Arrow TP 8	\$ 813.00	EA	3	\$ 2,439.00
653-1501	Thermoplastic Solid Traffic Stripe, 5-INCH, White	\$ 1.90	LF	140	\$ 266.00
653-1502	Thermoplastic Solid Traffic Stripe, 5-INCH, Yellow	\$ 1.90	LF	429	\$ 815.10
653-3501	Thermoplastic Skip Traffic Stripe, 5-INCH, White	\$ 1.30	GLF	766	\$ 995.80
653-6004	Thermoplastic Traffic Striping, White	\$ 12.50	SY	244	\$ 3,050.00
653-6006	Thermoplastic Traffic Striping, Yellow	\$ 12.50	SY	65	\$ 812.50

654-1002	Raised Pvmt Markers, TP 2	\$ 9.40	EA	10	\$ 94.00
654-1003	Raised Pvmt Markers, TP 3	\$ 9.40	EA	213	\$ 2,002.20
656-4001	Remove Exist Traf Stripe, 8 IN, Preformed Plastic	\$ 12.50	SY	427	\$ 5,337.50
656-5520	Remove Exist Solid Traf Markings, Thermoplastic	\$ 23,420.00	GLM	0.1250	\$ 2,927.50
657-1085	Preformed Plastic Solid Pvmt Mkg, 8 IN, Contrast (Black-White), TP PB	\$ 19.00	LF	535	\$ 10,165.00
657-3085	Preformed Plastic Skip Pvmt Mkg, 8 IN, Contrast (Black-White), TP PB	\$ 12.50	GLF	1000	\$ 12,500.00
657-5016	Preformed Plastic Pvmt Mkg, Words and/or Sym, Arrow TP 1, White, TP PB	\$ 1,188.00	EA	3	\$ 3,564.00
657-6085	Preformed Plastic Solid Pvmt Mkg, 8 IN, Contrast (Black-Yellow), TP PB	\$ 19.00	LF	570	\$ 10,830.00

\$ 57,866.60

SUBTOTAL: _____

LIGHTING

682-9030	Lighting System	\$ 15,960.00	LS	1	\$ 15,960.00
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\$ 15,960.00

SUBTOTAL: _____

ITS

615-1100	Directional Bore, 3 in	\$ 49.50	LF	150	\$ 7,425.00
615-1100	Directional Bore, 6 in	\$ 57.00	LF	100	\$ 5,700.00
647-2120	Pull Box, PB-2 for Ramp Meter	\$ 953.00	EA	1	\$ 953.00
647-2131	Pull Box, PB-3	\$ 1,219.00	EA	2	\$ 2,438.00
647-2141	Pull Box, PB-4	\$ 3,620.00	EA	2	\$ 7,240.00
647-2145	Pull Box, PB-4S	\$ 2,350.00	EA	2	\$ 4,700.00
647-2170	Pull Box, PB-7	\$ 3,651.00	EA	2	\$ 7,302.00
647-6200	Loop Detector, 6 FT x 6 FT, BIPOLE for Ramp Meter	\$ 1,842.00	EA	3	\$ 5,526.00

682-6120	Conduit, Rigid, 2 IN	\$ 40.50	LF	100	\$ 4,050.00
682-6222	Conduit, Nonmetal, TP 2, 2 IN	\$ 20.50	LF	100	\$ 2,050.00
682-6233	Conduit, Nonmetal, TP 3, 2 IN for Ramp Meter	\$ 32.00	LF	165	\$ 5,280.00
682-9021	Electrical Junction Box, Conc Ground Mounted	\$ 23,500.00	EA	2	\$ 47,000.00
682-9023	Electrical Junction Box, Galvanized 12"x10"x8"	\$ 819.00	EA	1	\$ 819.00
682-9950	Directional Bore, for Ramp Meter	\$ 57.00	LF	65	\$ 3,705.00
935-1118	Outside Plan FO Cable Loose Tube, SM, 144 Fiber	\$ 3.60	LF	500	\$ 1,800.00
935-1512	Outside Plan FO Cable Drop, SM, 12 Fiber	\$ 2.30	LF	500	\$ 1,150.00
935-4010	FO Splice, Fusion	\$ 82.50	EA	24	\$ 1,980.00
935-4102	Fiber Optic Closure, Underground, 12 Splice	\$ 1,080.00	EA	1	\$ 1,080.00
935-4401	Fiber Patch Panel, Rack Mount, 6 Port	\$ 1,016.00	EA	1	\$ 1,016.00
935-4402	Fiber Patch Panel, Rack Mount, 12 Port	\$ 1,054.00	EA	1	\$ 1,054.00
935-4403	Fiber Patch Panel, Rack Mount, 24 Port	\$ 1,194.00	EA	1	\$ 1,194.00
938-0503	Microwave Vehicle Detection System	\$ 17,150.00	EA	2	\$ 34,300.00
939-2016	Serial Data Terminal Server Expansion Module, 16 Port	\$ 8,260.00	EA	2	\$ 16,520.00
939-2300	Field Switch Type A	\$ 3,175.00	EA	2	\$ 6,350.00
939-4002	Strain Pole, Type II, 25 FT	\$ 18,420.00	EA	1	\$ 18,420.00
939-4040	Type D (303) Cabinet (Cabinet Only, W Light, AC Power Service Assembly & Fan) Pole Mounted	\$ 8,640.00	EA	1	\$ 8,640.00
939-8000	Testing	\$ 3,175.00	LS	1	\$ 3,175.00
999-5000	Relocate TS Installation #34 / Structure ID NAVG27-73	\$ 6,990.00	EA	1	\$ 6,990.00
999-5001	Relocate 334 Cabinet	\$ 1,905.00	EA	1	\$ 1,905.00
999-0000	Miscellaneous Construction (Allowance for UOC Adjustments – Pending)	\$ 25,000.00	Dollar	Allowance	\$ 25,000.00

SUBTOTAL : _____ \$ 234,762.00

GRAND TOTAL (BASE BID): 2,041,395.00

CONTRACTOR: Precision 2000, Inc.

CONTACT NAME: Carlos Sanchez

CONTACT PH: 770-455-6142

The following unit rates shall govern in the event these unforeseen conditions are encountered during construction:

Remove and dispose of mass rock: \$ ___/CYD **\$ 7,720.00**

Remove and dispose of trench rock: \$ ___/CYD **\$7,720.00**

Excavate and dispose off-site of unsuitable soils (in excess of 750 CYD): \$ ___/CYD **\$ 440.00**

Furnish, place and consolidate subgrade stabilization material (#4 stone or similar): \$ ___/TON **\$ 365.00**

Furnish, place and consolidate Type 2 backfill: \$ ___/TON **\$ 365.00**

Import engineered soil, place and compact: \$ ___/CYD **\$ 404.00**

Furnish and install Geogrid Reinforcing Fabric (equal of Mirafi BXG120): \$ ___SYD **\$ 26.50**



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678-382-6700

June 6, 2023

Georgia Department of Transportation
Attention: Chris Penuel
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308

Subject: ***P.I. No. 0017430, – Reimbursement Request for CEI Services
Ashford Dunwoody Road EB On Ramp @ I-285 (DeKalb County State Funded Project)***

Dear Chris,

The city hereby requests the following funding amount for P.I. No. 0017430:

Low bidder construction cost (by Precision 2000)	\$2,041,395.00
CEI Services / Materials Testing (by Lowe Engineers/Nova)	<u>\$265,300.00</u>
Total CST Agreement:	\$2,306,695.00

Feel free to contact our project manager, Todd Meadows, if you have any questions. His direct number is 678.469.5614.

Kind Regards,

Michael Smith, P.E.
Director of Public Works
City of Dunwoody

CC: Ted Rhinehart, Andrew Long, Jon Drysdale, Garrin Coleman, Todd Meadows, Project File (GDOT documentation)

APPENDICES

Appendix A	Certification of a Drug-Free Work Place
Appendix B	Certification of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit
Appendix D	State of Georgia's Sexual Harassment Prevention Policy

**APPENDIX A
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a duly authorized representative of City of Dunwoody whose address is 4800 Ashord Dunwoody Rd. Dunwoody, GA 30338 and it is also that:

1. The provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with City of Dunwoody, Precision 2000, Inc. certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. § 50-24-3(b)(7)"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ Date

_____ Signature

**APPENDIX B
CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a duly authorized representative of the City of Dunwoody whose address is 4800 Ashord Dunwoody Rd. Dunwoody, GA 30338 and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

The provisions of O.C.G.A. § 36-81-7 relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

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

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of O.C.G.A. § 36-70-20 *et seq.* relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities,” as amended, has been complied with throughout the contract period.

Date

Signature

**APPENDIX C
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**



P.I.# and Project Description:	0017430, Ashford-Dunwoody Road EB Ramp @ I-285
Sponsor's Name:	City of Dunwoody
Sponsor's Address:	4800 Ashord Dunwoody Rd. Dunwoody, GA 30338

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<u>224297</u>	<u>6/23/2009</u>
Federal Work Authorization User Identification Number Authorization (EEV/E-Verify Company Identification Number)	Date of

City of Dunwoody
Name of Sponsor

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

Lynn Deutsch
Printed Name (of Authorized Officer or Agent)

Mayor
Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

APPENDIX D

SEXUAL HARRASSMENT PREVENTION POLICY COMPLIANCE

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

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

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

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

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

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

- a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>

- b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

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