



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

MEMORANDUM

To: Mayor and City Council
From: David Elliott, Stormwater Special Projects Manager
Date: October 15th, 2024
Subject: **Approval of a Construction Contract for the Dunwoody Nature Center Stream and Wetland Improvements Project**

ACTION

Authorize the Mayor, City Manager, or designee to execute a contract in the amount of \$1,542,523 with Steel and Associates, Inc. with a 12% contingency (\$185,000) for construction of the Nature Center Stream and Wetland Improvements project. The total recommended contract approval with contingency is \$1,727,523.

SUMMARY

The 2016 Master Plan for the Dunwoody Nature Center (DNC) includes multiple stormwater management mitigation strategies at critical areas within the park. One of the projects consists of a wetland and stream enhancement project in an active floodplain area with multiple channels conveying high flows. In 2021, Brown and Caldwell prepared a Technical Memorandum for Parks and Public Works staff summarizing the recommended actions to complete approximately 400 feet of stream restoration, replace and expand the existing boardwalk, and enhance the health of the existing wetland located on the east side of Wildcat Creek. The proposed stabilization and restoration project begins at the Nature Center property line and ends at the historic stone masonry weir.

The final design received all necessary approvals in August 2024 and two pre-bid meetings were held at the Dunwoody Nature Center. Two firms, Steele and Associates, Inc. and Clean Water Consultants, Inc., submitted bids to construct the project. The low bidder, Steel and Associates, Inc., also included an add alternate foundation design for the boardwalk that would provide a cost savings of \$151,870.

- Steel and Associates, Inc. \$1,694,392.65
- Alternate Design Savings (\$151,870)
- \$1,542,522.65
- Clean Water Consultants, Inc \$1,723,935.50

After reviewing the bids, construction alternatives, and costs from both firms, City staff recommends awarding a contract to Steele and Associates, Inc. to construct the project.



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DETAILS

On May 8th, 2023, Council approved funding for the City's on-call design firm, Freese & Nichols (FNI), to prepare plans and provide associated permitting support for the project. On April 30th, 2024, FNI also submitted a 319(h) grant application to the Georgia Environmental Protection Division (EPD) on the City's behalf to assist in funding the construction. On July 9th, 2024, the project was approved for funding through the EPD's 319(h) grant program.

The funding and anticipated costs for the project are summarized as follows:

Costs

Construction Contract	\$ 1,542,622.65
Construction Contingency (12%)	\$ 185,000
Construction Management (5%)	\$ 86,000
Inspections	\$ 5,000
Total Maximum Cost	\$ 1,818,623

Funding

Georgia Environmental Protection Division 319 Grant	\$ 600,000
City Stormwater Utility Fund Reserves	\$ 1,218,623
Total Funding	\$ 1,818,623

The remaining stormwater utility fund reserve balance will be approximately \$3,600,000 which exceeds the minimum recommended reserve of \$1,000,000.

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute a contract in the amount of \$1,542,523 with Steel and Associates, Inc. with a 12% contingency (\$185,000) for construction of the Nature Center Stream and Wetland Improvements project. The total recommended contract approval with contingency is \$1,727,523.



City of
Dunwoody
Georgia

Nature Center Stream and Wetland Improvements

October 15, 2024

Summary

- The City is proposing to construct improvements to the Dunwoody Nature Center boardwalk and restore streambanks and wetland.
- Estimated to break ground mid-November 2024 with October approval.



Background

2021 Technical Memo

Brown & Caldwell identify project to restore 400 ft of streambank and rebuild boardwalk at DNC.

April – July 2024

319(h) Grant Application Submitted and \$600k Funding Request Approved.

September 2024

2 Bids Submitted to the City following pre-bid meetings.

2016 Master Plan

Master Plan for Dunwoody Nature Center (DNC) list of projects include a wetland and stream enhancement project.

May 8, 2023

City Council approves funding for Design.

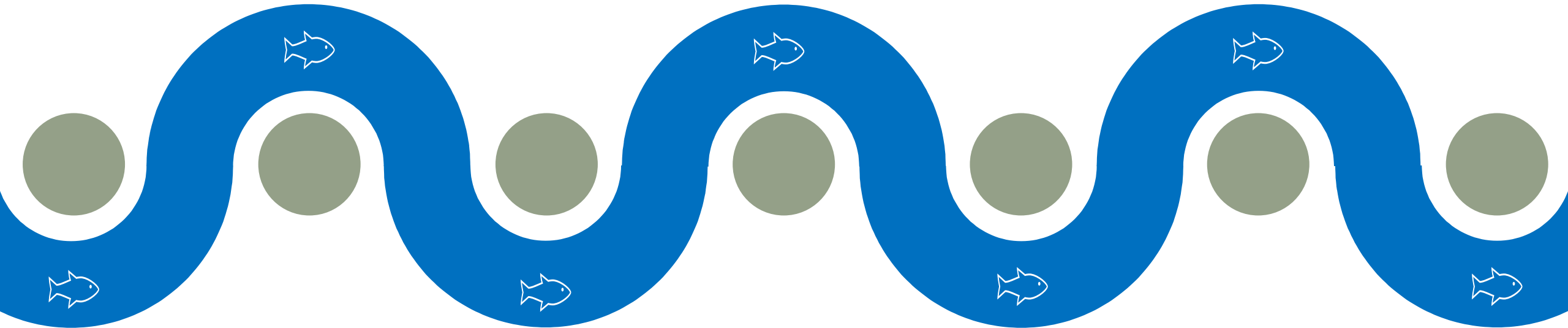
August 2024

Final Design receives all permitting approvals.

Construction documents released for bid.

October 15, 2024

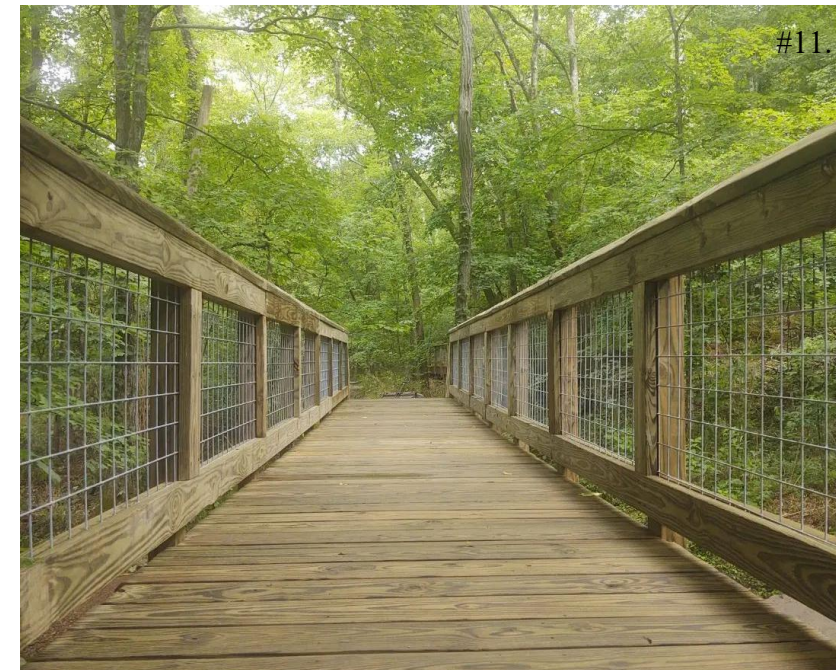
Presentation to City Council.



Background

Boardwalk Redesign

- ADA Access
- Connection to Playgrounds
- 8-foot wide
- Seating
- Stream Access
- Outdoor Classroom
- Observation Decks
- Increased height to avoid flooding



Background

Stream and Wetlands

- Improve water quality
- Invasive species removal
- Plant native vegetation
- Increase wildlife habitat



Financial Impact

Costs

Construction Contract	\$ 1,542,622.65
Construction Contingency (12%)	\$ 185,000
Construction Management (5%)	\$ 86,000
Inspections	<u>\$ 5,000</u>
Total Maximum Cost	\$ 1,818,623

Funding

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Total Funding	\$ 1,818,623

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Staff Recommendation

- Authorize the Mayor, City Manager, or designee to execute a contract in the amount of \$1,542,523 with Steel and Associates, Inc. with a 12% contingency (\$185,000) for construction of the Nature Center Stream and Wetland Improvements project. The total recommended contract approval with contingency is \$1,727,523.



City of
Dunwoody
Georgia

COPY

**CONTRACT DOCUMENTS
FOR CONSTRUCTION OF**

**Dunwoody Nature Center
Stream & Wetland Improvements**

ITB 24-03

DWD23461



August 2024

00 41 13 BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 The Offeror submits this Bid to:

City of Dunwoody
City of Dunwoody Public Works
Attn: Procurement Office
BID – Dunwoody Nature Center Stream & Wetland Improvements ITB 24-03
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

ARTICLE 2 – OFFEROR’S ACKNOWLEDGMENTS

2.01 Offeror proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Contract Documents, to perform all Work specified or indicated in Contract Documents for the Contract Price indicated in this Bid or as modified by Contract Amendment. Offeror agrees to complete the Work within the Contract Times established in the Agreement or as modified by Contract Amendment and comply with all terms and conditions of the Contract Documents.

2.02 Offeror accepts all terms and conditions of Section 00 11 16 “Invitation to Bid” and Section 00 21 13 “Instructions to Offerors”

2.03 Offeror accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

2.04 Offeror acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt
1	N/A	<i>Ann Stahl</i>
2	N/A	<i>Ann Stahl</i>

2.05 Offeror accepts the provisions of the Agreement as to the assignment of the Contract for installing furnished Goods and Special Services.

ARTICLE 3 – OFFEROR’S REPRESENTATIONS

3.01 The Offeror is licensed as a general contractor in the State of Georgia.

Offeror's License Information	
Name on License	<i>Steele + Associates Inc.</i>
License Number	<i>GCC0005793</i>

3.02 The Offeror has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- 3.03 The Offeror has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3.04 The Offeror is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
- 3.05 The Offeror has carefully studied the following Site related reports and drawings as identified in the Supplementary Conditions:
- A. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;
 - B. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
 - C. Underground Facilities referenced in reports and drawings;
 - D. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
 - E. Technical Data related to each of these reports and drawings.
- 3.06 The Offeror has considered the:
- A. Information known to Offeror;
 - B. Information commonly known to contractors doing business in the locality of the Site;
 - C. Information and observations obtained from visits to the Site; and
 - D. The Contract Documents.
- 3.07 The Offeror has considered the items identified in this Article with respect to the effect of such information, observations, and documents on:
- A. The cost, progress, and performance of the Work;
 - B. The means, methods, techniques, sequences, and procedures of construction to be employed by Offeror; and
 - C. Offeror's safety precautions and programs.
- 3.08 The Offeror agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents based on the information and observations referred to in the preceding paragraphs.
- 3.09 The Offeror is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 3.10 The Offeror has correlated the information known to the Offeror, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 3.11 The Offeror has given the Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that the Offeror has discovered in the Contract Documents, and the written resolution provided by the Construction Manager is acceptable to the Offeror.

- 3.12 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 3.13 Offeror's submittal of a Bid constitutes an incontrovertible representation that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 4 – BASIS OF OFFER

- 4.01 Offeror will complete the Work in accordance with the Contract Documents at the unit prices shown in the attached in Section 00 41 16 "Bid Form Exhibit A":
- A. Extended amounts have been computed in accordance with the General Conditions.
 - B. Offeror acknowledges that the estimated quantities are not guaranteed, and final payment for all Unit Price items will be based on actual quantities provided, measured as provided in the Contract Documents.
 - C. Unit Prices will be used to compute the actual Bid price.

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Offeror will complete the Work required to be substantially completed within 150 days after the date when the Contract Times commence to run as provided in the General Conditions. Offeror will complete the Work required for final payment in accordance with the General Conditions within 180 days after the date when the Contract Times commence to run.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Section 00 41 16 "Bid Form Exhibit A."
 - B. Section 00 43 13 "Bid Bond."
 - C. Section 00 45 01 "Nonresident Bidders"
 - D. Section 00 45 02 "Non-Collusion Certification."
 - E. Documentation showing that the Offeror is currently licensed as a general contractor in the State of Georgia.

ARTICLE 7 – VENUE

- 7.01 Offeror agrees that venue lies exclusively in DeKalb County, Georgia for any legal action.

ARTICLE 8 – BID DELIVERY

8.01 This Bid is submitted by:

Offeror: Steele + Associates Inc.
(typed or printed name of organization)

Signature: Aaron Steele
(individual's signature)

Name: Aaron Steele
(typed or printed)

Title: President
(typed or printed)

Offeror's License:

License No.: GCCO 005793

Classification: General Contracting

Limitation: N/A

Address for giving notices:

7561 Industrial Ct.
Alpharetta, GA 30004

Phone: 6786148300 Email: aaron.steele@tailoredtrails.net

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION

00 43 13 BID BOND

<p>Offeror as Principal Name: Steele & Associates, Inc. Mailing address (principal place of business): 7561 Industrial Court Alpharetta, Georgia 30004-3379</p>	<p>Surety Name: Merchants National Bonding, Inc. Mailing address (principal place of business): P. O. Box 14498 Des Moines, IA 50306-3498</p>
<p>Owner Name: City of Dunwoody, Georgia Mailing address (principal place of business): 4800 Ashford Dunwoody Road Dunwoody, Georgia 30338</p>	<p>Physical address (principal place of business): 6700 Westtown Parkway West Des Moines, IA 50266-7754 Telephone (Main): (515) 243-8171 Telephone (Claims): (515) 243-8171</p>
<p>Contract Project name and number: Dunwoody Nature Center Stream & Wetland Improvements ITB 24-03 Bid/Proposal Due Date:</p>	<p>Surety's state of incorporation: Iowa <i>By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in the state of Georgia.</i></p>
<p>Bond Contract Price Offered: Penal Sum of Bond: 5% of Contract Price offered Date of Bond: September 10, 2024</p>	<p>Local Agent for Surety Name: Sean Tidwell, Attorney-in-Fact Company: Yates LLC Mailing address (principal place of business): 2800 Century Parkway, NE, Suite 300 Atlanta, Georgia 30345 Telephone (Main): (404) 633-4321</p>

Surety and Offeror, intending to be legally bound by this bond, do each cause this bond to be duly executed on its behalf by its authorized officer, agent, or representative. Surety and Offeror bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if Owner accepts the Offeror's Bid or Proposal and Offeror delivers the executed Agreement and the required bonds and evidence of insurance within the time stipulated in the Bidding or Proposal Documents this obligation is null and void. Payment under this bond will be due and payable upon default by Offeror and within 30 days after receipt by Offeror and Surety of written notice of default from Owner. This Agreement shall be administered and interpreted under the laws of the state where the Project is located. Venue lies exclusively in Dekalb County, Georgia for any legal action.

Offeror as Principal Signature: <u><i>Aaron Steele</i></u> Name: <u>President</u> Title: <u>Aaron Steele</u> Email: <u>aaronsteele@tailoredtrails.net</u>	Surety Signature: <u><i>[Signature]</i></u> Name: <u>Sean Tidwell, Attorney-In-Fact</u> Title: <u>Bond Underwriting Manager</u> Email: <u>STidwell@yatesins.com</u> (Attach Power of Attorney)
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Principal Secretary Signature: <u><i>Joseph Steele</i></u> Name: <u>Joseph Steele</u> Title: <u>Secretary</u> Address: <u>7561 Industrial Court</u> Email: <u>Joe.Steele-and-associates@yatesins.com</u>	Attorney-in-Fact Signature: <u><i>[Signature]</i></u> Name: <u>Sean Tidwell, Attorney-In-Fact</u> Title: <u>Atlanta, Georgia 30345</u> Address: <u>2800 Century Parkway, NE, Suite 300, Atlanta, GA 30345</u> Email: <u>STidwell@yatesins.com</u>
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Resident Agent Signature: <u><i>[Signature]</i></u> Name: <u>Charles E. Thompson</u> Title: <u>Georgia Licensed Resident Agent</u> Address: <u>2800 Century Parkway, NE, Suite 300, Atlanta, GA 30345</u> Email: <u>CThompson@yatesins.com</u>
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Witness as to Principal Signature: <u><i>[Signature]</i></u> Name: <u>Shana Giles</u> Address: <u>7561 Industrial Court</u> Email: <u>shana@madewell.net</u>	Witness as to Surety Signature: <u><i>[Signature]</i></u> Name: <u>Sandra Lawrence</u> Address: <u>2800 Century Parkway, NE, Suite 300, Atlanta, GA 30345</u> Email: <u>SLawrence@yatesins.com</u>
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END OF SECTION

MERCHANTS BONDING COMPANY, INC. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles E Thompson; Dana D Rutledge; Daniel Yates; Kevin M Neldert; Michael Dawson; Sandra J Lawrence; Sean Tidwell

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of May, 2024.

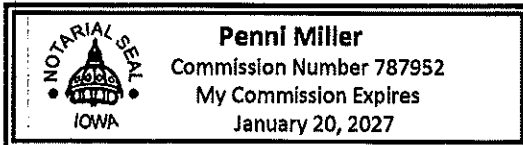


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of May, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

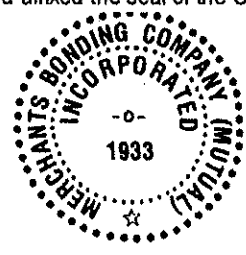
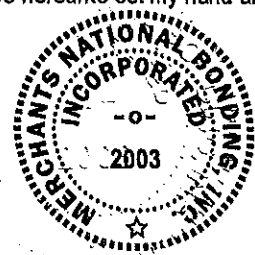


[Signature]
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of September, 2024.



William Warner Jr.
Secretary

00 41 16 Bid Form Exhibit A

Project:	Dunwoody Nature Center Stream & Wetland Improvements	Project No.:	ITB 24-03
Owner:	City of Dunwoody, GA		DWD23461
Design Professional:	Freese and Nichols, Inc.		
Offeror:	Steele + Associates Inc		

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Items in Base Bid per Section 01 29 01 "Measurement and Basis for Payment"					
1	Mobilization (max 5% of total bid amount)	LS	1	40,000	40,000.00
2	Construct and Remove Construction Exits	EA	1	13,000	13,000.00
3	Construct and Remove Rip Rap Check Dams, Stone Plain Rip Rap/ Sand Bags	EA	1	3,080	3,080.00
4	Construct and Remove Baled Straw Check Dam	LF	30	15.40	462.00
5	Staked Silt Retention Barrier	LF	25	17.65	441.25
6	Temporary Silt Fence, Type C	LF	2,980	3.50	10,430.00
7	Clearing and Grubbing	LS	1	57,200	57,200.00
8	Channel Excavation	CY	36	110	3,960.00
9	Construction Safety Fence	LF	1,570	12.10	18,997.00
10	Demolition of Existing Boardwalk	LS	1	55,000	55,000.00
11	Outdoor Play Area	LS	1	18,150	18,150.00
12	Outdoor Classroom	LS	1	18,650	18,650.00
13	Educational Signage	EA	6	800	4,800.00
14	Boardwalk: Guardrail and Wire Mesh	LF	1,570	90	141,300.00
15	Boardwalk: Railing Boards using Pine Wood and Galvanized Hardware	LF	1,570	35	54,950.00
16	Boardwalk: Decking using Pine Wood and Galvanized Hardware	SF	7,480	23	171,040.00
17	Boardwalk: Screws for Decking Board Attachment to Joists	LS	1	9750	9,750.00
18	Boardwalk: Structure and Other	SF	7,480	39	291,720.00
19	Boardwalk: Helical Piers In Soil	EA	44	850	37,400.00
20	Boardwalk: Helical Piers Socketed In Rock	EA	132	875	115,500.00
21	Wetland Sediment Removal	LS	1	9,350	9,350.00
22	Invasive Species Removal	LS	1	18,150	18,150.00
23	Water Diversion/Pump Around	LS	1	26,400	26,400.00
24	Construction Road Stabilization (Temporary Haul Road - Wood Chips/ Mulch) - Cr	SY	800	60.50	48,400.00
25	Coir Fiber Matting	SY	500	19.25	9,625.00
26	Rock Toe	LF	170	291.50	49,555.00
27	Geobag Wall	SY	50	2,075.00	10,375.00
28	Step Plunge Pool	EA	15	8,250.00	123,750.00
29	Rework Existing Rock Cross Vane	EA	1	9,075	9,075.00
30	Log Vane	EA	2	10,120.00	20,240.00
31	Stream Access Stairs	LS	1	3800	3,800.00
32	Riprap Outlet Protection (SI & D-55B)	SY	33	302.50	9,982.50
33	Erosion Control Maintenance	MO	3	1650	4,950.00
34	Permanent Seeding & Revegetation	LS	1	20,350	20,350.00
35	Temporary Seeding & Mulch	LS	1	4,950.00	4,950.00
36	Dust Control	MO	3	1,575	4,725.00
37	Tree Protection (Tr)	LF	6,505	2.20	14,311.00
38	Stream Crossing (Temp.) - Sr-B	EA	2	48,400	96,800.00
39	Live Stakes	EA	473	16.50	7,804.50
40	Bare Roots/Tubelings	EA	217	13.20	2,864.40
41	As-Built Documentation	LS	1	65,000	65,000.00

Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item) In numbers: \$1,694,392.65

Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item) in writing: one million six hundred ninety two thousand three hundred ninety two dollars and 65 cents

Alternates to be considered for inclusion in the Contract per Section 01 23 10 "Alternates and Allowances"					
A-1	Boardwalk: Railing Boards using Cedar Wood and Stainless Steel Hardware	LF	1,570	115	180,550.00
A-2	Boardwalk: Decking using Cedar Wood and Stainless Steel Hardware	SF	7,480	35	261,800.00
A-3	Boardwalk: Stainless Steel Screws for Decking Board Attachment to Joists	LS	1	16,000	16,000.00
A-4	Boardwalk: Value Engineering Approach for Piles other than Helical Piers	EA	176	1,015.00	176,640.00
Total Amount for Alternates for Consideration (Sum of Extended Amounts for Each Alternate Line Item)					\$634,990.00

BID SUBMITTED BY

Offeror: Steele + Associates Inc.

Signature: [Signature]

Printed Name: Aaron Steele

Title: President

Date: 9/11/24

00 45 01 NONRESIDENT BIDDERS

Check the statement that is correct for Offeror:

- Offeror (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in Georgia.
- Offeror qualifies as a nonresident bidder whose principal place of business or residency is in the state of: _____

Bidder preferences, if any, will be determined in accordance with applicable Laws and Regulations.

Offeror: Steele & Associates Inc.
(typed or printed name of organization)

Signature: Aaron Steele
(individual's signature)

Name: Aaron Steele
(typed or printed)

Title: President
(typed or printed)

Business Address:
7561 Industrial Ct.
Alpharetta, GA 30004

Phone: 6786148300 Email: aaron.steele@tailoredtrails.net
(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION

00 45 02 NON-COLLUSION CERTIFICATION

STATE OF Georgia §

COUNTY OF Dekalb §

Owner: **City of Dunwoody, GA
4800 Ashford Dunwoody Road
Dunwoody, GA 30338**

Contract: **Dunwoody Nature Center Stream and Wetland Improvements
DWD23461**

Aaron Steele, being first duly sworn, on oath declares that he/she is authorized to represent the Offeror in all matters related to this Bid or Proposal and further declares the following statements to be true:

For purposes of this Bid or Proposal, I certify:

1. I am the duly authorized agent of the Offeror submitting the Bid or Proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Offerors and between Offerors and government officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid or Proposal to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the Bid or Proposal to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bid or Proposal; and
3. Neither the Offeror nor anyone subject to the Offeror's direction or control has been a party:
 - a. to any collusion among Offerors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any government official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, or
 - c. to any discussions between Offerors and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

I certify that this Bid, Offer, or Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid, Offer, or Proposal for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Bid, Offer, or Proposal and certify that I am authorized to sign this Bid, Offer, or Proposal for the Bidder or Offeror.

Offeror: Steele + Associates Inc.
(typed or printed name of organization)

Signature: Aaron Steele
(individual's signature)

Name: Aaron Steele
(typed or printed)

Title: President
(typed or printed)

Business Address:
7561 Industrial Ct.
Alpharetta, GA 30004

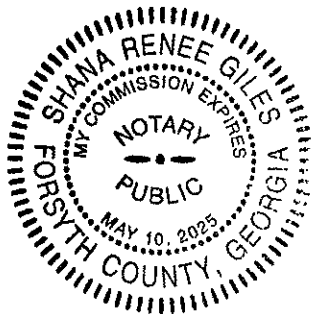
Phone: 6786148300 Email: aaron.steele@tailoredtrails.net

(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

Subscribed and sworn to before me on this 11th day of Sept. 2024.

Notary Public: Shana Giles My commission expires: 5.10.25

Notary Seal:



END OF SECTION



September 12'th, 2024

City of Dunwoody Parks and Recreation
Dunwoody Nature Center Improvement Project

Steele and Associates Inc. is pleased to offer an alternate design cost proposal for the installation of the timber boardwalk and related structures on the nature center improvements project. This design is wholly different than the structure provided in the plans, but will achieve the same objective for less money, less time and have a higher capacity and durability than the structure in the plans. For reference, our base bid (non alternate) was \$837,620 without mobilization or as-builts, which would need to be accounted for in addition to the prices below. That can all be negotiated, and the final design will be pending a review and stamp from a structural engineer. However, we've used this design many times and feel extremely confident that it would be successful. We can also provide an option with cedar for the upper half of the structure.

There are two primary options:

1. **Standard Duty Boardwalk:** This structure would exceed the 60 PSF rating of the original design. It will utilize driven timber piles, pile caps and galvanized wire mesh handrails. The decking will be 2x6's, and the joists will consist of 3x8s which are an upgrade over the 2x8's in the base plan. The cost for this structure would be approximately \$657,300.
2. **Heavy Duty Boardwalk:** The heavier duty boardwalk uses the same piles and caps, but upgrades the joists to 3x12's with integral blocking, and then a 3x8 deck and top cap. This increases the capacity to over 90PSF, and allows the owners to use UTV's, small tractors and other equipment needed for maintenance. The handrail would be the same style. The cost for this structure would be approximately \$685,750.00

For both options, the time would be approximately 1 month shorter for the installation, and would have a similar layout to the original design, although slightly less serpentine. As a standard for both, we use UC4B rated pressure treated #1 pine, and all stainless screws. All other fasteners, hurricane ties, etc are all galvanized including the wire mesh.

Some items such as cross bracing, as builts, sealant and others can be discussed and negotiated if this design is considered as options. We could also evaluate the use of cedar for the upper structure using this design, and keep the substructure as the marine grade pressure treated pine. While it's not confirmed, the cost would likely be similar to the original base bid.

The photo below is representative of the style that we're speaking about. While this structure has a free span component, it has driven timber piles, timber pile cap and heavy duty substructure and deck.



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While the boardwalk provided in the plans is a fine structure, we feel this could be a simpler yet stronger design that achieves the same goals, while saving the city a couple of hundred thousand dollars. We're happy to work with you and our engineer to create the best possible options and proceed from there.

Thank you for giving us an opportunity to quote on this project and please give us a call should you have any questions or require additional information!

Sincerely,

Aaron Steele
President
Steele & Associates Inc.