



Request for Proposals
SPLOST 09

Professional Engineering Design Services
For
Mell Ave CSX Crossing
Multi-Leg Intersection Safety and Operational
Improvements

Issuance Date of RFP: October 25th, 2021

Deadline for Proposal Submittal: November 29th, 2021 (3:00PM)

**Professional Engineering Design Services
for
Mell Ave CSX Crossing
Multi-Leg Intersection Safety and Operational Improvements**

The City of Clarkston is seeking proposals from qualified civil engineering design firms for the following scope of work: “Provide engineering design, environmental and utility permitting, right-of-way plans, surveying, construction plans/specifications, bid documents/manual, and related services for traffic safety and operational improvements at the Mell Avenue CSX Crossing and adjoining Church and East Ponce de Leon multi-leg intersection”.

Project is funded through the City SPLOST program. The project will be designed and permitted in adherence to the GDOT’s Plan Development Process (PDP). The SPLOST program will fund the design, utility permitting and relocation and right-of-way acquisition. Although no state or federal funding exists in the PE or ROW phase, the City intends to pursue federal funding through the ARC TIP in FY 24 or 25. As such, all federal processes and procedures are to be followed to ensure eligibility for federal funding at that time. No GDOT PI# currently exists.

Technical proposals (no fee) will be accepted electronically and addressed to Dan Defnall; Procurement and Finance Director; ddefnall@cityofclarkston.com; by no later than 3:00 PM, November 29th, 2021. Project Engineer Larry Kaiser; kaiser@co-infra-services.com; shall be copied on the email transmittal of the proposal. The subject line of the email shall state the following; **“SPLOST 09 - Professional Engineering Services for Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements”**.

Technical proposals received after 3:00 PM, November 29th, 2021, will not be accepted. The process for selection of engineering firms will be Qualification-Based (QBS). Only technical proposals are to be submitted at this time. A Selection Committee will identify the short-listed firms. These firms will be required to attend an interview, present schematic plan(s) of their respective streetscape approach and submit a sealed fee proposal

There will be a **non-mandatory** pre-submission meeting on November 4th, 2021 at 9:00 AM at Clarkston Woman’s Club; 3913 Church Street, Clarkston, Georgia 30021. All proposers will have an opportunity to ask questions at this meeting. A site visit will also occur at the conclusion of the pre-submission meeting.

The Request for Proposal (RFP) is available on the City web site; www.cityofclarkston.com. Addenda to this proposal, if any, including any responses to questions, will be posted on the City web site. Questions regarding this RFP shall be addressed to the cities Project Engineer, Larry Kaiser, P.E. at kaiser@co-infra-services.com. No contact, other than through emails with Larry Kaiser for purposes of questions or clarifications regarding the RFP, shall occur with staff, administration or elected officials with the City of Clarkston regarding this project. Any form of contact may result in disqualification from submittal of this RFP. Refer to the Invitation-to-Bid Package for submission of questions deadline.

The City of Clarkston reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the City.

GDOT pre-Qualified Disadvantaged Business Enterprise (DBE) and Woman Business Enterprise (WBE) firms are encouraged to apply. City of Clarkston will require a minimum 16% Disadvantaged Business Enterprises Participation. Any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin. The selected firm will be required to comply with all Equal Employment Opportunity (EEO) laws and regulations, including nondiscrimination under Title VI of the Civil Rights Act.

The City of Clarkston is an Equal Opportunity Employer

City of Clarkston Request for Proposals

INVITATION

The City of Clarkston is now accepting proposals for qualified professional service providers to provide professional engineering design services that adhere to GDOT's Plan Development Process (PDP). Proposals will be accepted **electronically** and addressed to Dan Defnall; Procurement Officer and Finance Director at ddefnall@cityofclrkston.com **until 3:00PM (EST) on November 29th, 2021**. Project Engineer Larry Kaiser at Kaiser@co-infra-services.com, shall also be copied on the proposal if delivered electronically. Proposals will be considered from any professional firm, including sub-consultants, with experience and success in providing professional engineering services for local government and who are GDOT pre-qualified in the following Area Class categories: 1.06 (a) thru (f), 1.09, 1.10, 3.01, 3.02, 3.03, 3.06, 3.07, 3.09, 3.10, 3.12, 3.13, 3.15, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 6.03 and 9.01. The Brooks Act (qualifications-based selection process) will be used to determine the highest ranked firm for purposes of negotiations.

Proposed Schedule	
Release of RFP	October 25 th , 2021
Pre-Proposal Conference	November 4 th , 2021; 9:00 AM
Deadline for Questions	November 12 th , 2021; 5:00 PM
Deadline for City Response(s) To Questions and/or Addendum(s) Posted	November 16 th , 2021; 5:00 PM
Deadline for Proposals	November 29 th , 2021; 3:00 PM
Interviews (if applicable) with Short-Listed Firms	December 1 st – 3 rd , 2021
Scope & Fee Negotiations with Highest Ranked Firm	December 6 th – 10 th , 2021
City Council Work Session & Council Meeting Staff Presentation – Highest Ranked Firm & Fee	December 2021 or January 2022
Award	TBD
Proposed Notice to Proceed	TBD

Any questions should be submitted via email to Larry Kaiser, kaiser@co-infra-services.com; reference RFP SPLOST 09

PRE-PROPOSAL CONFERENCE MEETING:

The City will hold an in-person non-mandatory pre-proposal meeting on November 4th, 2021 at 9:00 AM (EST). Parking is available either 3913 Church Street or to the parking lot to the rear of 3913 located on Rogers Street.

1.0 ENGINEERING FIRM QUALIFICATIONS AND FUNDING

The City of Clarkston desires to select a GDOT pre-qualified engineering firm to prepare a set of construction, utility and right-of-way plans that satisfy's GDOT's PDP process. At this time, the City does not have a PI# assigned to this project but intends to pursue PI designation, including project submission to the ARC for TIP incorporation and federal funding for the "construction phase" in FY 25. In order to be eligible for ARC TIP submission by the fall of 2024, firms proposing on this project shall provide a preliminary schedule of milestone events reflecting this submission date. This date reflects the completion of a biddable set of GDOT approved plans by July 2024 and all CSX permitting. With no GDOT PM assigned to this project as of yet, the selected consultant, in consultation with the city, will discuss the best approach for obtaining GDOT assistance as the design process moves forward.

The City will utilize 100% local funds (SPLOST) to fund PE, environmental, utility permitting and ROW Acquisition.

2.0 EXISTING CONDITIONS

The proposed project limits are shown in Exhibit D. Existing conditions within the limits of work are described as follows:

- Located within 50 feet of the CSX single track centerline (south side) is a 3-way stop condition at the Church St/ Mell Avenue intersection
- Located within 50 feet of the CSX single track (north side) is a stop condition on Mell Avenue at East Ponce de Leon Ave
- Northern Ave is located approximately 50 feet west of the Mell Ave and Church Street intersection and intersects Church St at a skewed angle. Northern Ave is currently a stop condition at Church Street
- City recently completed streetscape improvements on East Ponce de Leon Ave that included a sidewalk at the Mell Ave RR Crossing (east side).
- City is 75% complete with the construction of a pocket park on Church St at Mell Ave
- PATH Foundation constructed a path trail within CSX right-of-way north of Church Street including a bike/pedestrian crossing at the Church Street and Mell Avenue intersection
- Streetscape amenities and a RRFB exists on East Ponce de Leon at Mell Ave (eastern leg) to provide for pedestrian activities at this intersection.
- Significant queuing exists throughout the day on Church St at Mell; this includes the east and westbound movements
- Operational deficiencies occur when Northern Ave traffic movements interfere with the eastbound stop condition. Similar operational impacts exist with bike and pedestrian movements at the PATH crossing on Church Street
- Vehicles routinely stop on the Mell Ave CSX tracks as they enter or exit either Church Street or East Ponce de Leon Ave.

3.0 Proposed Improvements

The project proposed improvements will include, at a minimum, an interconnected signalization system that will improve traffic operations and safety at the Church/Northern/East Ponce de Leon intersections at the Mell Ave/CSX at-grade crossing; including the re-alignment of Northern Ave at Church resulting in a 4-way signalized intersection. The re-alignment of Northern Avenue will encroach within a parking lot currently utilized by U-Haul. This parking lot is located within city ROW. Other design tasks will include ADA compliant pedestrian improvements, traffic signal controller preemption (CSX), street lighting at both intersections and related tasks. With the exception of Northern Avenue, all work will be performed on CSX right-of-way. All roads are off-system and located within the City of Clarkston.

3.0 PROBLEM STATEMENT

Queuing problems due to high traffic volumes on Church Street at Mell Ave, coupled with the proximity of Northern Ave to the Mell Ave at Church St intersection, including the inability for Mell Ave traffic to safely access East Ponce de Leon, results in significant congestion and safety concerns at the project location. Coordination of street-railroad grade crossing warning signals with new signalized intersections is of vital importance to improve traffic safety and reduce congestion. The interconnections between the two proposed signals that are in close proximity to the CSX at-grade crossing will provide an important safety function by allowing a new active railroad warning system to preempt the normal traffic signal operation, which will include a special phasing to clear vehicles queued over the RR tracks while prohibiting others from joining the queue. The addition of turn lanes to Church Street or East Ponce de Leon is unlikely due to the proximity of the Mell Ave at-grade CSX crossing. The existing footprint of the roads within CSX ROW, coupled with the inability to add capacity, further emphasizes the need for an efficient coordinated signal phasing and timing plan that utilizes the latest technological advances in the industry.

4.0 SCOPE OF SERVICES

The City of Clarkston seeks to select a design consulting firm or a team of consultants to provide professional engineering design services, surveying, and environmental and utility permitting for purposes of improving the operational and safety characteristics at an existing dual multi-legged intersection at the Mell Avenue crossing at CSX RR. Improvements will also include correcting the skewed alignment of Northern Road at Church to provide a 4-way signalized intersection. The scope of services will include plans and permitting that satisfies the GDOT Plan Development Process (PDP) guidelines. This also includes CSX permitting, a traffic warrants study, traffic modeling and other work tasks as described below.

Expertise with signal timing parameters for the phasing and timing design is critical given the operational challenges at the multi-legged intersections at the CSX at-grade crossing. Firms with prior experience with successful projects with this type of intersection design are encouraged to submit a proposal.

The City will develop a scope of work and select a firm for Right-of-Way Administration and Acquisition Services, if applicable on this project, as a separate contract.

Engineering, Environmental and Surveying Services provided under the contract will be for the following tasks:

Task 1: Limited scope concept report – Prepare a limited scope concept report to satisfy GDOT requirements. The City anticipates the project will be permitted as a Categorical Exclusion (CE).

Task 2: Database Preparation – In compliance with the GDOT Automated Survey Manual, provide detailed survey including the existing right-of-way, edge of pavement, curb & gutter, sidewalk, utilities (above ground and utility markings), and any potential impacts in the vicinity of the project such as trees, walls, CSX tracks, paths, etc. Topographic data collected shall be sufficient for 2-foot intervals. Include property database.

Task 3: Environmental – Study technical reports and field visits must be completed to document that all Federal and State Laws have been followed. The city anticipates that Categorical Exclusion (CE) will be required. A Georgia Environmental Policy Act (GEPa) document is not required. Note that the limits of the Environmental Survey Boundary shall include the entire project limits.

Task 4: Engineering Design – Prepare Roadway Plans, in compliance with the GDOT Plan Development Process (PDP), for improvements identified in the limited scope concept report. Final Construction Drawings consisting of, but not limited to the following:

- a. Cover Sheet
- b. Index Sheet
- c. General Notes
- d. Typical Roadway Sections showing full pavement design and overlay where applicable.
- e. Roadway Plans and Profiles, including the layout of all geometric and drainage improvements and depiction of all necessary rights-of-way and easements. Right-of-way may be shown on the construction plans to minimize sheets.
- f. Drainage Profiles
- g. Preliminary Stormwater Management/Infeasibility Evaluation
- h. Traffic Marking and Signing Plans (can be included on construction plans)
- i. Utility Plans. All located existing utilities will be shown as a part of the plan set.
- j. Electrical design for lighting of the signalized intersections. The design shall include drawings and technical specifications that includes a photometric layout that is in compliance with GDOT and GA Power criteria, electrical service, lighting, lighting controls and circuitry, quantities and cost estimates. This includes roadway lighting within the project limits at both intersections.
- k. Roadway Cross Sections and Grading Plan
- l. Erosion and Sedimentation Control Plans
- m. Traffic Signal Plan including the addition of mast arm poles
- n. Detailed construction cost estimate in accordance with GDOT Policy 3A-9. Cost estimates to be provided in the concept, PFPR and FFPR

- o. Design Variances (if applicable) – It is anticipated that design variances may be required to minimize CSX right-of-way impacts.
- p. CSX Permitting and all associated plans to meet CSX submission requirements
- q. Project Manual for construction bidding purposes

Task 5: Right-of-Way – Right-of-way plans will require individual parcel plats and legal descriptions of required fee simple right-of-way, temporary and permanent easements. Written legal descriptions shall also be provided. Consultants shall be aware and knowledgeable of the CSX Real Estate Division requirements for easement plat preparation and processes.

Task 6: Meeting Attendance - The Consultant will budget attendance at the following meetings over the duration of the project. Meetings are to be in-person unless otherwise noted by the City:

- 1 kick-off meeting with the City project engineer and administration
- 6 scoping meeting sessions including periodic meetings with CSX
- 18 meetings (min. monthly)
- 4 meetings with GDOT staff
- 2 presentations to City council
- 3 public/community meetings (assume in-person Cafeteria Style meetings). Other forms of communication & outreach to be recommended by the proposer depending on COVID conditions)

Project Oversight and Staffing

The successful offeror will report to Larry Kaiser, P.E. at email kaiser@co-infra-services.com, **phone: 404-909-5619** and Interim City Manager Shawanna Qawiy; sqawiy@cityofclarkston.com. Both owner representatives are to be copied on all correspondence when the design professional is selected and as the project moves forward.

2.0 RFP STANDARD INFORMATION

2.1 Authority

This RFP is issued under the authority of the Purchasing Division of the City of Clarkston. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. **The Brooks Act will be utilized on this project.** The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.2 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will prepare documents and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound and cost-effective services.

2.3 Receipt of Proposals and Public Inspection

2.3.1 Public Information

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Clarkston (3) any company financial information requested by the City of Clarkston to determine consultant responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Proposals

Upon opening the Proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Proposals.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.4 Classification and Evaluation of Proposals

2.4.1 Initial Classification of Proposals as Responsive or Non-responsive

All Proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or if any requirements stated in the RFP are absent in the Proposal. If a Proposal is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the

determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.4.3 Evaluation of Proposals

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of references, satisfaction of the required criteria, etc. These scores will be used to determine the most advantageous offering to the City.

2.4.4 Completeness of Proposals

Selection and award will be based on the offeror's Proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.5 City's Rights Reserved

Issuance of the RFP in no way constitutes a commitment by the City of Clarkston to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all Proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any Proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

2.6 General Information

1. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Proposal.
2. Firms are expected to be knowledgeable on the Plan Development Process (PDP) and the Plan Presentation Guide (PPG) and to be proactive in meeting the requirements of the PDP with minimal oversight by City of Clarkston.
3. Consultant must be pre-qualified for work with Georgia Department of Transportation in the following Area Classifications: 1.06 (a) thru (f), 1.09, 1.10, 3.01,

3.02, 3.03, 3.06, 3.07, 3.09, 3.10, 3.12, 3.13, 3.15, 5.01, 5.02, 5.03, 5.04,5.05,5.06,5.07,5.08, 6.03 and 9.01.

4. Consultant must have experience with CSX permitting and demonstrate as such in the submitted proposal
5. City of Clarkston will expect to liaison with a single project manager representing the prime consultant firm and the sub-consultants.
6. The City may select the best qualified consultant based on the information received from interested firms as a result of this solicitation. If necessary, interviews will be held.
7. City of Clarkston reserves the right to cancel any and all Request for Proposals at any time when it is determined to be in the best interest of the City.
8. City of Clarkston also reserves the right to increase, reduce, add or delete any task or item in this solicitation as deemed necessary.
9. City of Clarkston will require a minimum 16% Disadvantaged Business Enterprises Participation. DBE firms should be pre-qualified with the Georgia Department of Transportation. Any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin.
10. City of Clarkston anticipates issuing a Notice-to-Proceed for each task based on the proposal to be awarded as a result of this advertisement.
11. Generally, the City's position is **not** to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a **Pre-Award Debriefing** can be requested following Due Diligence. For these contracts, pre-award debriefings would be provided after the announcement of the short-listed firms. Requested debriefings will only occur within 30 days after consultant contract award occurs with City Council. **All requests must be made and scheduled within this time frame.**
12. It is the responsibility of all firms interested in submitting proposals for this advertisement to routinely check the posting on the website for any revisions to this RFP.
13. Incomplete submittals will not be considered. Late submittals will not be accepted.

3.0 PROPOSALS SUBMISSION AND EVALUATION

3.1 Process for Submitting Proposals

3.1.1 Preparation of Proposals

Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Proposals, the Offeror should reference these materials in the technical Proposals, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

3.1.2 Packaging of Proposals

The Offeror's Technical Submission is to be submitted electronically to Dan Defnall; ddefnall@cityofclarkston.com; due date is 3:00 PM; November 29th, 2021. Project Engineer Larry Kaiser; Kaiser@co-infra-services.com, shall be copied on the email transmittal of the proposal.

The subject line of the email should clearly note “RFP SPLOST #09 - Professional Engineering Services for Mell Avenue Crossing Multi-Leg Intersection Safety and Operational Improvements”. Any Proposal received after the due date and time will not be evaluated or accepted.

Fee proposals will NOT be accepted at this time.

3.2 Evaluation Process

The Selection process is primarily based on the technical skills, experience and satisfying the requirements set forth in the RFP. The interview process, if utilized, will be scored as part of the technical assessment.

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified. **The City will adhere to the Brooks Act in the selection for the design professional.**

3.2.1 Administrative Review

The Proposals will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Technical Submission of Proposals
3. All required documents have been submitted
4. All documents requiring an original signature have been signed and are included electronically

3.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily. The Technical Evaluation Team will consist of 3 members of the city consulting and administrative staff.

The Selection process is Qualification-Based where the technical skills, experience and the interview process are the most significant components of the evaluation process. The following outlines the process to be utilized by the Recommendation Committee.

1. The Recommendation Committee will review the Technical Proposals of the firms who submit for this project
2. The highest ranked technical proposals (no defined number) will be defined as the "short list"
3. The "short-listed" firms will be notified by Recommendation Committee. The list of short-listed firms will also be posted on the City web site. The "short-listed" firms will be provided a date and time in which to appear for an interview; if requested to do so by the city. The "short-listed" firms will be given specific direction as the information expected of the firms during the presentation. The Interview Team will desire to interview the Project Manager, the responsible staff person for the sub-Consultants, etc. The Short-Listed firms are encouraged to bring any data, information, visuals, etc. that will present their case for being selected.
4. Following the interviews, the Technical Evaluation Team will score the firm's performance from 0 to 100. The scores from the interview (if an interview is undertaken) will be added to the technical proposal score to develop a cumulative score. The rankings of the short-listed firms and the Recommendation Team's "highest ranked firm" will be presented to City Council for approval. City Council has the final authority for selection of the highest ranked firm.
5. Once the ranking is identified and confirmed by the City, fee and scope negotiations will commence immediately with the selected firm.

6. Negotiation of the terms, conditions, scope and fees related to the contract for design services shall be limited to three (3) days following the commencement of negotiations. If an agreement cannot be reached within that time frame, negotiations with the next top-ranked short-listed firm.

3.2.3 Technical Proposals Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFP. The RFP carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):

A. Proposals of Design Team (30%)

- Proposals of the design team members.
- Demonstrated experience and reputation of project manager in the management of similar type projects.
- Knowledge of current design criteria (including FHWA Policies, AASHTO Guidelines, GDOT Design Policies, MUTCD, and other industry standards).
- Knowledge of GDOT Project Development Process
- Knowledge of CSX permitting and plan preparation
- Knowledge of current software adopted by Georgia Department of Transportation
- QA/QC procedures

B. Past experience of the Design Team (30%)

- Demonstrated experience with similar type of projects
- Demonstrated ability to complete multiple projects for municipal clients in a timely manner
- References

C. Demonstrated understanding of the project scope and other relevant issues (40%).

If an interview is required, the interview process will account for 10% with 30% assigned to the remaining components of "C" section.

3.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite Offerors to present their technical solution to the Technical Evaluation Team.

3.2.5 Submittal Requirements

Failure to meet these requirements will result in the Proposals being determined “non-responsive” and the entire submittal will be rejected.

Proposals shall include the following information in the order detailed:

Title Page: List the RFP subject, the name of the firm including all proposed sub-consultants, name of contact person and the date.

Table of Contents: Include a clear identification of the material included in the proposal by page number

Letter of Transmittal: Limited to 2 pages. Express a commitment to perform the required work within the time frame identified in the aforementioned. If time frame is not feasible, explain why and provide rationale. Also give the name (s) of the person (s) who will be authorized to represent the firm, their title and telephone number (cell and office).

Statement of Qualifications of Project Team:

A. Name, address and telephone numbers (cell and office) of the lead firm’s owner (s) and full information about the corporate structure of the submitting lead firm including financials and/or audit of the firm’s financials **(3 pages maximum)**

B. Location of the firm’s primary place of business for legal purposes and any subsidiary offices, years of business and types of services offered **(1 page maximum)**

C. Names and qualifications of personnel to be assigned to the project design **(no maximum)**. Include an organizational chart. The organizational chart shall be single-sided and shall not exceed 11” x 17” in size.

D. List of **all** projects done for city/county entities or state/federal agencies in the State of Georgia in the past five (5) years that are relevant/similar to the SPLOST #09 project **(no maximum)** and provide a short narrative of the project outlining the challenges and the ultimate solution that was implemented.

E. The Project Manager assigned to this project shall be identified and a description of his/her relevant previous/present projects listed. This includes a list of past relevant projects, which proposed project staff have played a central role in designing shall also be provided **(2 pages maximum)**

F. Current and projected workload of assigned Project Manager and supporting staff (specifically the traffic engineering consultant and the environmental consultant) shall be identified including the percentage of time assigned to this project **(1 page maximum)**

G. A list of all lawsuits in which the lead firm and sub-consultants have been involved in over the past five (5) years including all settlements or arbitrations **(no maximum)**

H. Identify the DBE firm (s) and the percentage of the contract amount assigned to these firms. **Do NOT identify the dollar amount.** Document firms are GDOT pre-qualified and provide verification as such.

Statement of Project Understanding and Approach: The consultant shall state in succinct terms their understanding of what is required by the Scope of Work, including providing a narrative of the consultant’s approach and technical plan for accomplishing the work herein. The consultant is encouraged to elaborate and improve on the tasks listed in the RFP; however the consultant shall not delete any of the PDP requirements. Specific

illustrations of former or current design projects similar to SPLOST #09 shall be submitted and why your firm's past experiences are relevant to the city hiring your firm **(5 pages maximum)**

Time Schedule: The Consultant shall state whether the City's Proposed Schedule is workable and if not, explain why including your proposed revised schedule **(1 page maximum)**

Intangibles: The Consultant may include any other information that they believe will strengthen their position as the firm of chose **(2 pages maximum)**

3.3 Rejection of Proposals/Cancellation of RFP

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

3.4 City's Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

3.4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

3.4.1.2 Resumes/Company Profile and Experience

Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of Proposals, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

3.4.1.4 Offeror Financial Stability

Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

4.0 TERMS AND CONDITIONS

4.1 RFP Amendments

The City reserves the right to amend this RFP prior to the due date. The legal advertisement will be posted to the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp . All addendums and "Response to Questions"; if applicable, will be posted on the City's website at: www.Clarkstonga.gov Offerors are encouraged to check this website frequently for any RFP updates.

4.2 Proposal Withdrawal

A submitted Proposal may be withdrawn prior to the due date by a written request to the Finance Manager. A request to withdraw a Proposals must be signed by an authorized individual.

4.3 Cost for Preparing Proposals

The cost for developing the Proposal is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

4.4 Term

The term of this contract shall for thirty (30) months from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price. If selected to submit a fee, hourly rates and any escalation of said rates over the term of the contract will be negotiated.

4.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Clarkston or its Project Engineer, the Offeror must disclose each relationship.

4.6 Minority Business Policy

It is the policy of the City of Clarkston that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Clarkston encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

The DBE minimum goal for this project is 16 percent.

4.7 ADA Guidelines

The City of Clarkston adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0126 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

4.8 Compliance with Laws

The Contractor will comply with all City, State of Georgia, Title VI and Federal laws, rules, and regulations.

4.9 Governing Terms

This RFP expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

4.10 Indemnification

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors, agents, and suppliers, but only to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

4.11 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

4.12 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above

general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

4.13 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Services, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

4.14 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

4.15 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

4.16 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

4.17 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

4.18 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If

any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Proposals, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

4.19 Special Stipulations

To the extent City attaches to this agreement any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

5.0 EXHIBITS

Complete the following Exhibits A, B & C and return with the technical proposal.

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that this proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that _____ has not directly or indirectly colluded, conspired, connived, or agreed with anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that _____ has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the proposal price, or to secure any advantage against or with the public or private body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that _____ has not, directly or indirectly, submitted his/her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, or to any member or agent thereof, to effectuate a collusive or sham proposal. If applicable, _____ shall disclose all public and private sector clients, including authorities, which may exist within incorporated City of Clarkston, Georgia at the time the Contract is executed. In addition, _____ will be required for the duration of the Contract to continue this disclosure throughout the project duration, and if any conflict or potential conflict of interest occurs during the project duration, _____ shall disclose conflict or potential conflict as soon as it is known. No gift, gratuity or monetary contribution has been provided to any City of Clarkston government employee, any member of the City of Clarkston City Council or city project engineering consultant under contract with the city to provide Project Engineering Services on this project from _____ as a corporate entity or employee of _____.

Name: _____

Title: _____

Date: _____

EXHIBIT B

ACCEPTANCE FORM

Technical proposals are to be transmitted electronically to Dan Defnall; ddefnall@cityofclarkston.com; and Larry Kaiser at Kaiser@co-infra-services.com; by no later than 3:00 PM, November 29th, 2021. In the subject line of the email include the following - **“SPLOST 09 - RFP – Professional Engineering Design Services for Mell Ave CSX Crossing Multi-Leg Intersection Safety and Operational Improvements”**. Technical proposals received after that date and time will be not be accepted nor evaluated. Fee proposals are not to be submitted at this time.

The process for selection of engineering firms will be Qualification-Based (QBS) – Brooks Act. Only technical proposals are to be submitted at this time. A Recommendation Committee will identify the short-listed firms. These firms may be required to attend an interview and present a schematic plan of their respective approach.

In compliance with this Request for Proposal dated October 25th, 2021, which includes all requirements, provisions and exhibits attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP

Cited above and submit this signed technical proposal which includes this completed and signed page and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations if short-listed and identified to be the highest ranked firm.

NAME AND ADDRESS OF FIRM:

DATE: _____

By: _____
(signature)

(print)

Title: _____

Phone: _____

EIS # : _____

EXHIBIT C
E-VERIFY AFFIDAVITS

City of Clarkston, Georgia
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Clarkston has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

COMPANY

Date

Title of Authorized Office or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____ 20_____

Notary Public

My Commission Expires:

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Rule Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in Conjunction with the Social Security Administration

City of Clarkston, Georgia

SUBCONTRACTOR (s) AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Clarkston has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91

EEV/ Basic Pilot Program* User Identification Number

Date _____

BY: Authorized Officer or Agent COMPANY
 (Subcontractor Name)

Title of Authorized Office or Agent of Subcontractor

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____ 20__

Notary Public
My Commission Expires:

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

EXHIBIT D

EXISTING CONDITIONS LOCATION MAP

EXHIBIT E

CONSTRUCTION PLANS FOR THE PATH TRAIL
POSTED ON CITY WEB SITE
(Stone Mountain Trail – plans prepared by Tran Systems)