



Greg Whitlock, Mayor
Jamin Harkness, Post 1
Marline Thomas, Post 2

Lamar Doss, Post 3
Manfred Graeder, Post 4
Shenée Holloway, Post 5

**AGENDA
MAYOR AND COUNCIL
CITY OF DULUTH, GA
3167 Main Street
Duluth, GA 30096**

MAY 13, 2024

CITY HALL COUNCIL CHAMBERS

6:00 pm

***The leaders and staff of the City of Duluth are dedicated to ensuring that Duluth is:
an Attractive Destination, a Quality Community, a World Class Government,
and promotes a Sustainable Economic Environment.***

5:30 P.M. – AGENDA REVIEW

Main St. Conference Room

6:00 P.M. - CALL TO ORDER

Mayor Whitlock or Mayor Pro tem Thomas

INVOCATION OR MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MEETING AGENDA

II. APPROVAL OF MINUTES

III. ANNOUNCEMENTS

1. UPCOMING EVENTS – www.duluthga.net/events

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Duluth Live Thursdays, Fridays, and Saturdays from 6pm-9pm and Sundays from 2-5pm in Parsons Alley and the Activity Lawn. *If another event falls on a Duluth Live date, please refer to that event for the musical lineup.*

Fridays N Duluth every Friday, May-July, 6-9pm. Downtown Duluth. Experience exotic flavors in a mobile vending setting with amazing local cuisine while listening to live entertainment and connecting with your community.

Duluth Farmers & Artisan Market every 2nd and 4th Sunday of the month April-October from 2:00-5:00pm. Town Green. Shop local vendors at the Duluth Farmers Market in Downtown Duluth! Our market features vendors who bring in-season, local produce, baked goods and other locally made food and artisan products.

SummerStage Concert featuring Pop2000, June 1 from 8-10pm. Town Green and Amphitheater. Join us for a free concert hosted by *NSYNC's Chris Kirkpatrick. Kick back to the early 2000's with performances by O-Town, Ryan Cabrera and LFO. Summer Stage Concerts are free to attend, so, grab your lawn chairs, pack a cooler and let's rewind to the early 2000's!

IV. MATTERS FROM CITIZENS

Maximum of five (5) minutes per person. Sign-up sheet available.

V. CONSENT AGENDA

1. ORDINANCE TO APPOINT COURT SOLICITORS

Chief Solicitor Richard Armond has requested a second Assistant Solicitor be appointed to be assured of having a back-up solicitor for all court sessions. Approval of this item approves ordinance O2024-24 appointing the following individuals as Municipal Court Solicitors of the Municipal Court of the City of Duluth, who are authorized to serve in said positions unless a majority vote of Council removes such member(s) or until successors are appointed: Mr. Richard Armond-Chief Solicitor, Kelsey Wiley-Assistant Solicitor, Maggie Benson-Assistant Solicitor(new).

2. INSOLVENT AD VALOREM TAXES

Per Chapter 2, Article 1, Sec 2- 4 of the Duluth Code, approval of this item grants insolvency status to personal property tax accounts determined to be uncollectible for years up through 2023 in the base amount of \$22,449.12 plus penalties and interest for a total of \$28,353.48. Business personal property accounts are considered insolvent only after every effort to collect them has been exhausted, which includes processing late notices, returned mail investigation, cross checks with the Gwinnett County's Tax Assessors' real and personal property

tax files, City and County Occupational Tax records, and onsite visits by the City's Licensing Compliance inspector.

3. FINANCE/PURCHASING POLICY

As reviewed at the April 22 work session, approval of this item approves the updated purchasing policy, which outlines allowable methods for city purchases and clarifies spending thresholds.

4. APPROVAL OF CONTRACT - ANNUAL LANDSCAPE MAINTENANCE

The annual landscape maintenance contract will be expiring on June 30, 2024. The City advertised a Request for Proposal (RFP) for a new contract to provide citywide landscape maintenance. The new contract will be for a term of one year, beginning on July 1, 2024, and will be renewable annually for up to five total years.

As discussed at the March 25 work session, after reviewing all of the responses, approval of this item accepts staff's recommendation to award the annual landscape maintenance contract to Yellowstone Landscape.

5. ORDINANCE TO AMEND DULUTH CODE – CHAPTER 10

The proposed ordinance will establish regulations on use of Unmanned Aircraft Systems (UAS), commonly known as drones, on City-owned or City-operated property. Approval of this item approves ordinance O2024-26 as presented.

6. LAP RECERTIFICATION – ADOPTION OF GDOT PROCUREMENT POLICY

Georgia DOT requires that local governments adopt a formal procurement policy that strictly follows Federal and State requirements where federal funds are being used.

In the absence of a separate policy, GDOT allows for local governments to adopt GDOT's policy by way of a letter of agreement. Council last adopted GDOT's procurement policy in October of 2021. To maintain LAP Certification, the City must adopt GDOT's procurement policy every three years and sign letters of agreement. Local projects will continue using local procurement policies. Approval of this item authorizes the Mayor and Council to sign the agreement letters as presented.

VI. PUBLIC HEARINGS

1. FY25 BUDGET – FIRST PUBLIC HEARING

Per the State of Georgia code, the Mayor and Council to hold a public hearing to receive public comments on the proposed FY 2025 Annual Operating and Capital

Projects Budget. Prior to this public hearing, council and staff reviewed the proposed FY 2025 budget at a budget workshop on April 15th.

The Assistant City Manager will present the proposed budget, prior year audit results, and highlight various changes in the budget. A second public hearing will be held on Monday, June 10, 2024 at the regularly scheduled meeting of the Mayor and Council. Following the second public hearing an ordinance adopting the FY 2025 budget will be presented for consideration.

2. ORDINANCE OF SPECIAL USE – CASE SU2024-001- SMOKE FACTORY

Property Owner Young Seo, and Applicant Mohammed Alhadad have applied for special use permit for parcel R6322 151, which is located at 3308 Peachtree Industrial Boulevard. The request is for opening a vape shop, which requires a special use permit.

The Planning Commission recommended approval with conditions on May 6, 2024. Staff also recommends approval with conditions. Ordinance and staff report are attached for consideration.

3. ORDINANCE OF REZONING – CASE Z2024-001- FUTURES CHURCH

Property Owner Paradise Evangelistic Association, Inc. and Applicant, The Providence Group, LLC, are requesting a rezoning of parcel R7199 224, which is located at the east corner of Old Peachtree Road and Sugarloaf Parkway. The property is currently zoned Office-Institutional (O-I). The request is to rezone the property to a Planned Unit Development (PUD) to allow for the development of the Church as well as townhomes on the same property.

Planning Commission recommended approval with revised conditions on May 6, 2024. Staff recommends approval with original conditions.

As of May 8, 2024, the applicant has requested a continuation of this case until June 10, 2024.

VII. OLD BUSINESS

1. ORDINANCE OF REZONING – CASE Z2024-002 – ANNEXED PARCELS

On April 8, 2024, in accordance with the requirements of O.C.G.A. 36-66-4(d)(1), Mayor and Council held a public hearing to consider the appropriate zoning of 110 unincorporated parcels proposed to be legislatively annexed into the City of Duluth, Georgia by House Bill 1465. The legislation annexing the 110 parcels was signed by Governor Kemp on May 7, 2024. Mayor and Council now consider the adoption of an ordinance of rezoning for the subject properties.

Staff is requesting all annexed properties be zoned R-75 (City of Duluth).

VIII. NEW BUSINESS

1. ORDINANCE TO AMEND BUDGET – BUNTEN PARK TRAIL

At the October 23, 2023 Work Session of the Mayor and Council, staff presented a project scope and improvement changes to the Bunten trail improvements project based on consultation with Columbia Engineering and staff recommendations. The changes include additional site/survey work, improvements for green infrastructure and hydrology, ADA and trail improvements, pedestrian access and plaza design, and architectural modifications. Staff is requesting a budget amendment of \$205,000 to fund the scope changes, plus a 10% contingency. Funding for this budget amendment will come from unallocated SPLOST 2023 Recreational Facilities funds.

Approval if this item approves ordinance BA-FY24-29 to add \$205,000 in unallocated 2023 SPLOST Recreational Facilities funds to (PK-35) Bunten Road Park - Park Areas - Professional Services line item including associated transfers.

2. AWARD OF BID – 2024 ASPHALT REJUVENATION

The Mayor and Council to consider awarding the bid for asphalt rejuvenation. Part of Duluth's "Pavement Preservation" program, asphalt rejuvenation is a method of applying a penetrating sealer to pavement to replace ingredients that are lost from the pavement overtime due to exposure to sun and other elements. Application of this treatment at the right time to the right road extends the service life of the road and helps reduce maintenance costs. The legal notice is attached and was run twice in the Gwinnett Daily Post and posted on the City website.

One bid was received. After review, Staff recommends awarding the Asphalt Rejuvenation bid (with contingency) to Pavement Technology, Inc. in an amount not to exceed, \$110,057.64. Funds will come from SPLOST.

3. AWARD OF BID – 2024 LMIG PAVING

The Mayor and Council to consider awarding the bid for 2024 LMIG Mill, Patch and Resurface project of various City streets. (Legal notice is attached and was run twice in Gwinnett Daily Post as well as placed on Georgia Procurement Registry site and City website). Project was bid as base with one alternate. Base streets are Albion Farm Way, Barnwood Crossing, Chattahoochee Trace, Roundfield Circle, Mill Run Drive, and River Shoals Court. Alternates are: Ennfield Lane and Olde Towne Parkway.

The City received six (6) bids for this project. Bid tabulation is attached. Base bid and alternates are shown.

<u>Company</u>	<u>Base Bid</u>	<u>Alternates</u>	<u>Total</u>
MHB Paving	565,222.00	286,946.20	852,168.20
Sunbelt Asphalt Surfaces, Inc	584,032.00	271,756.00	855,788.00
Blount Construction Co. Inc.	592,678.85	265,802.51	858,481.36
Allied Paving Contractors, Inc	600,062.00	292,520.00	892,582.00
C.W. Matthews	953,912.00	390,785.96	1,344,697.96
Stewart Brothers	966,363.25	559,449.00	1,525,812.25

Following an analysis of each bid, plus reference checks by Keck and Wood Engineering, staff recommends awarding the 2024 LMIG, Mill, Patch and Resurface project bid (with contingency) to MHB Paving, in an amount not to exceed \$937,385.02. This funds the base bid and alternate bid. Funds will come from 2024 LMIG, 2024 Supplemental LMIG and SPLOST.

IX. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. ORDINANCE TO AMEND BUDGET - \$549,000 – POLICE EQUIPMENT

During the recent FY25 budget capital projects meetings, the Police Department discussed their equipment needs. The company supporting body cameras worn by the officers had been acquired by Motorola, who notified them they would no longer be supporting the body cameras. In addition, the in-car video systems are about 6 to 8 years old and the officer's in-field laptops are as well, and thus at end of life.

The Police Department is requesting approval of a budget amendment in the amount of \$549,000 for the purchase of 20 new in-car video systems, 74 officer worn body cameras, and 28 officer laptops. The cameras and in-car video systems will be supplied and supported by Genetic, the company that supports our city-wide camera system, which will allow them to be tied into the same system.

The purchase will be funded with Public Safety unallocated 2017 SPLOST and unallocated 2023 SPLOST. Staff is requesting approval of a budget amendment (BA-FY24-30) to add \$279,785.03 in unallocated 2017 SPLOST Public Safety funds and \$269,214.97 in unallocated 2023 SPLOST Public Safety funds to (PD-20) SPLOST Vehicles - Police - Consolidated Vehicle Maintenance - Vehicles line item, including associated transfers.

X. MATTERS FROM MAYOR & COUNCIL

XI. MATTERS FROM CITY MANAGER

XII. EXECUTIVE SESSION (if necessary)

It may be necessary to hold an executive session on Real Estate, Pending/Potential Litigation, or Personnel, which is properly excluded from the Georgia Open and Public Meeting Law (O.C.G.A. 50-14).

XIII. ADJOURNMENT

*The next scheduled meeting of the Mayor and Council is June 10, 2024 at 6:00 pm.
There is no 4th Monday meeting due to Memorial Day.*



**DRAFT MINUTES OF THE
MAYOR AND COUNCIL
CITY OF DULUTH, GA
APRIL 8, 2024**

PRESENT: Mayor Whitlock, Council members Harkness, Doss, Graeder, and Holloway, City Manager, Asst. City Managers, Department Directors, City Attorney

ABSENT: Councilmember Thomas

A work session was held prior to the regular scheduled meeting to allow the elected officials to discuss this evening's agenda items. No other items were discussed, and no action was taken.

Mayor Whitlock called the meeting to order at 5:50 p.m. in order to hold an executive session on Real Estate, Pending/Potential Litigation, or Personnel, which is properly excluded from the Georgia Open and Public Meeting Law (O.C.G.A. 50-14).

I. EXECUTIVE SESSION

A motion was made by Councilmember Harkness, seconded by Councilmember Holloway, to adjourn to executive session at 5:50 p.m.

**Voting for: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.**

After the discussion, a motion was made by Councilmember Graeder, seconded by Councilmember Holloway, to return to regular session at 5:55 p.m.

**Voting for: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.**

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

II. APPROVAL OF MEETING AGENDA

A motion was made by Councilmember Harkness, seconded by Councilmember Graeder, to approve the April 8 Council Agenda as presented.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

III. APPROVAL OF MINUTES

A motion was made by Councilmember Holloway, seconded by Councilmember Doss, to approve the March 11th & 25th meeting minutes as presented.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

IV. ANNOUNCEMENTS

1. UPCOMING EVENTS – www.duluthga.net/events

Duluth Live Thursdays, Fridays, and Saturdays from 6pm-9pm and Sundays from 2-5pm in Parsons Alley and the Activity Lawn. *If another event falls on a Duluth Live date, please refer to that event for the musical lineup.*

Duluth Farmers & Artisan Market every 2nd and 4th Sunday of the month April-October from 2:00-5:00pm. Town Green. Shop local vendors at the Duluth Farmers Market in Downtown Duluth! Our market features vendors who bring in-season, local produce, baked goods and other locally made food and artisan products.

Good Word Presents “Little Beer” April 13th from 1pm-5pm. Town Green
Good Word Brewing is partnering with the City of Duluth to celebrate lower-gravity beer in downtown Duluth. This event will highlight pale lagers and other sessionable beers. Over 70 breweries from around the country will be on site with samplings for ticketholders. Tickets are required to participate in the beer sampling portion of the event, but non-ticket holders are welcome to come out and enjoy the DJ, food vendors and other downtown businesses.

Peachtree Ridge Concert – April 19th from 5:30pm-8pm. Town Green and Parsons Alley. The Peachtree Ridge Orchestra and Jazz Bands will be bringing their show to Downtown Duluth. Join the Orchestra on the Festival Center Main Stage for a 5:30pm performance and then stroll over to Parsons Alley for a 7:00pm Jazz Band performance.

Duluth Cluster Band Concert April 25th from 6pm-7:30pm. Town Green. The Duluth Cluster Band is bringing their concert to the Festival Center Stage. Students from Duluth High School, Coleman Middle School and Duluth Middle School will perform a variety of music including many recognizable selections from movies and popular songs.

Duluth Spring Arts Festival – April 27th from 10am-5pm and April 28th from 11am-5pm. Town Green. Featuring up to 60 painters, photographers, sculptors, leather and metalwork, glass blowers, jewelers and crafters! The Festival will offer artist demonstrations, live acoustic music, a children's play area, plus festival foods and beverages. Brought to you by The Atlanta Foundation for Public Spaces, LLC

Fridays-N-Duluth – Every Friday from May 3rd to July 26th from 6-9pm. Downtown Duluth. On May 10, bring your four-legged best friend to the Dog Days of Summer, featuring the Dynamo Dogs showcasing their paw-mazing tricks.

Duluth Derby Day May 4th from 2:30-7:30pm. Downtown Duluth Pull out your wide-brimmed hats and bow ties and join us in Parsons Alley for the ultimate Kentucky Derby viewing party! Relax on lounge seating and enjoy everything from the pre-show activities to the big race on a large screen.

V. CEREMONIAL MATTER

1. EMPLOYEE RECOGNITION – RAY TAYLOR - 40 YEARS OF SERVICE

The Mayor and Council recognized Ray Taylor, Public Works employee, and congratulated him on 40 years of employment with the City. His anniversary date is April 23, 2024. Ray began in April of 1984 as a part-time employee working with his father in the Parks department. He moved into Public Works and has served in a variety of roles during his time with the city.

VI. MATTERS FROM CITIZENS

Bettina Trautman of 3510 Hardy Street came forward to request an update on the Davenport intersection opening along with the closure of Hardy Street.

Mayor Whitlock asked the Dir. of Community Development & Engineering Margie Pozin to contact Ms. Trautman.

VII. CONSENT AGENDA

1. ORDINANCE TO AMEND DULUTH CODE – CHAPTER 10 {A}

The Mayor and Council considered an ordinance to amend the Duluth Code, Chapter 10 “Offenses and Miscellaneous Provisions.” The amendment would modify Section 10-11(c) -Disorderly Conduct to allow for a maximum period of incarceration of 180 days under Duluth Code Sec. 1-6(a). This would allow for a reasonable, practical period of probation, if necessary, so that defendants would have sufficient time to complete the conditions of probated sentences. Approval of this item approves O2024-23 as presented.

2. ORDINANCE TO AMEND DULUTH CODE – STORMWATER {B}

Mayor and Council to consider an ordinance to amend the Duluth Code. Approval of this item adopts ordinance O2024-25 to change the stormwater user fee for one (1) Equivalent Residential Unit (ERU) from seventy-five dollars (\$75.00) per year to ninety dollars (\$90.00) per year.

3. POLICE MUTUAL AID AGREEMENT – GWINNETT COUNTY {C}

Approval of this authorizes the Mayor and Chief of Police to execute a Mutual Aid Agreement between the police cities in Gwinnett County. Legal Counsel reviewed the wording and coordinated some changes that offer clarity and some protection to the City when our officers are aiding all Gwinnett Law Enforcement agencies.

4. ORDINANCE TO APPOINT ETHICS MEMBER {D}

Approval of this item approves ordinance O2024-27 appointing Kim Kelkenberg as Councilmember Graeder’s selection for the Ethics Board. Ms. Kelkenberg will fill the unexpired term of Margaret Wharton, who recently resigned.

5. APPOINTMENT OF PLANNING COMMISSION CHAIR

Per Section 1302.02 of the City of Duluth Unified Development Code, approval of this item accepts the Planning Commission recommendation to appoint Mr. Raymond Williams as Chairperson of the Planning Commission, term ending March 2025.

A motion was made by Councilmember Doss, seconded by Councilmember Harkness, to approve the Consent Agenda as presented.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

VIII. PUBLIC HEARINGS

1. RESOLUTION - AMEND COMPREHENSIVE PLAN

{E}

Mayor Whitlock opened the public hearing to consider approval of two text amendments to the ForwardDuluth 2045 Comprehensive Plan. Director of Community Development & Engineering Margie Pozin came forward to explain the request.

The first amendment expands the language for the Established Neighborhood Character Area to contemplate the potential for annexed areas. The proposed language allows for new developments to maintain the character and intensity of their surrounding established neighborhoods.

A second amendment removes language specific to low density neighborhoods in the event a new low-density neighborhood is to be developed in the Chattahoochee Residential District. While this area is not part of any pending annexation, it allows for future options, should the need arise.

Mayor Whitlock called for discussion from Council.

Councilmember Graeder asked for further explanation for the benefit of the public.

Mayor Whitlock explained that the map showed unincorporated Duluth (in Gwinnett County.) It has currently been approved through legislation to add this property to Duluth city limits as requested by the residents.

The Mayor called for questions/comments from the public.

There being no further comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Graeder, seconded by Councilmember Doss, to approve, resolution R2024-07 amending the Comprehensive Plan as presented.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

2. ANNEXATION/REZONING – CASE Z2024-002

Mayor Whitlock opened the public hearing to consider rezoning of multiple properties. House Bill 1465 was approved by the GA House and Senate to legislatively annex 110 unincorporated parcels into the City of Duluth municipal boundaries. The legislation is set to be signed by the Governor within 40 days of

the conclusion of the legislative session, which would be on or before Tuesday May 7, 2024.

Director of Community Development/Engineering, Margie Pozin, outlined the request. She reported that there are 110 parcels affected and gave the addresses. The area is approximately 93 acres and is currently zoned R-75 in Gwinnett County, proposed to be R-75 (Single Family residential) in the City.

Once the Governor signs the bill, a formal vote will be required.

Mayor Whitlock called for discussion from Council.

Councilmember Holloway asked for specifics about the notification to residents.

The Mayor called for questions/comments from the public. There being no further comments or questions, Mayor Whitlock closed the public hearing.

No motion is required at this time.

IX. NEW BUSINESS

1. EMPLOYEE HEALTH BENEFITS

{F}

Ashley Gilder with MSI Benefits Group, the City's insurance broker, presented the annual renewal process for the employee health, dental, disability, life insurance and vision plan to the Employee Benefits & Audit Review Committee (EBARC) on March 28, 2024. MSI has recommended accepting the proposal for employee medical benefits from Cigna with a proposed 5% increase and to renew dental with -3%. Life and Disability is recommended to remain with The Standard Company with no increase with no change in benefits.

EBARC Chair Mike Park came forward and thanked the members of the EBARC committee for volunteering their time to serve and on behalf of the committee support the recommendation as presented.

Councilmember Harkness appreciated the money savings and felt that the city offers excellent benefits.

Councilmember Graeder asked if the wellness program benefits was matched. Ms. Gilder confirmed.

A motion was made by Councilmember Holloway, seconded by Councilmember Harkness, to approve the renewal of the City's Employee Benefits as presented and recommended.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

2. FISCAL YEAR 2023 AUDIT

{G}

Josh Carroll, Partner with Mauldin & Jenkins, presented the City's annual audit report to the Employee Benefit and Audit Review Committee on March 28, 2024. The audit report includes the City as a whole, the Downtown Development Authority, and the Urban Redevelopment Agency.

Mr. Carroll detailed the auditor responsibility and outlined the specific checks and balances they perform to validate the city's compliance with applicable governmental accounting rules and proper fiscal responsibility. The auditors issued an unqualified or "clean" opinion on the City's financial statements. The audit report included no findings related to the financial statements. However, the report does include two management comments related to segregation of duties and pension census data.

Chair Mike Park came forward and presented the EBARC recommendation for acceptance of the FY23 Audit report as presented.

Councilmember Holloway commented that she was impressed by such a clean report.

Councilmember Harkness asked about the length of time to complete the audit, since the fiscal year ended last June. Mr. Carroll said that it sometimes takes several months to close a fiscal year while waiting for final invoices etc. that do not come in on time, and their staff works with other government entities as well.

A motion was made by Councilmember Graeder, seconded by Councilmember Holloway, to approve the FY 2023 Audit report as presented.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

3. TRANSFER OF EASEMENTS – ARPA SEWER PROJECTS

{H,I}

City Manager James Riker requested that the Mayor and Council consider authorizing the transfer of temporary and permanent easements to Gwinnett County necessary to complete the ARPA funded Pinecrest and Hill Sewer projects (ARPA Fund #230), as initially approved by Council on April 10, 2023.

Being no discussion, Mayor Whitlock called for a motion.

A motion was made by Councilmember Harkness, seconded by Councilmember Graeder, to approve, the transfer of temporary and permanent easements to Gwinnett County necessary to complete the ARPA funded Pinecrest and Hill Sewer Projects subject to any necessary

amendments as approved by the City Attorney. Further, I authorize the Mayor and City Attorney to execute all necessary documents related to this matter.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

4. RESOLUTION - MORATORIUM ON APPLICATIONS

{J}

The Mayor and Council considered adoption of a forty five (45) day moratorium, which is necessary to make changes/updates to the City's Comprehensive Plan and Unified Development Code (UDC) to address anticipated changes to the boundaries of the City pursuant to legislative annexation. Adoption of the ordinance will enact a forty-five (45) day moratorium for consideration and processing of the following applications and permits:

- Rezoning applications
- Variance applications
- Subdivision plats
- Commercial New Construction
- Commercial Shell Construction
- Residential New Construction
- Residential Development Master Plans
- Temporary Office
- Clearing, Grubbing and Grading
- Concept Plan
- Full Land Development
- Land Disturbance Permits
- Plats

The following permits and applications would still be issued during the moratorium:

Building Permit Types:

- Accessory Building/Structure
- Addition
- Commercial Interior Finish
- Commercial Renovation
- Residential Renovation

Trade Permits:

- Electrical (including Solar)
- Mechanical
- Plumbing

Sign Permits:

- Billboards
- Monument/Free Standing
- Re-Face
- Temporary
- Wall Sign

Telecommunication Permits:

Cell Tower Co-Locate
New Small Cell
Small Cell Co-Locate

Business Zoning and Use:

Change of Name
New Business
Subleasing

Miscellaneous Permits:

ATM
Deck
Demolition
Fence (over 7 feet)
Racks
Retaining/Site Wall
Swimming Pool

Being no further discussion, Mayor Whitlock called for a motion.

A motion was made by Councilmember Graeder, seconded by Councilmember Holloway, to approve resolution R2024-06 as presented.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

X. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. ORDINANCE TO AMEND BUDGET - \$32,500 – HUDGENS PARKING LOT {K}

Staff has noticed drainage issues in the parking lot at Scott Hudgens Park. Water is ponding in some areas and causing erosion in others. Staff propose to hire a contractor to install over 180' of curb, add two flumes and rip rap channels to improve the drainage in the parking lot. For this reason, a budget amendment is needed to add \$32,500 in unallocated 2023 SPLOST Parks and Recreation Facilities funds to the budget. Staff is requesting approval of a budget amendment (BA-FY24-27) to add \$32,500 to the unallocated 2023 SPLOST Parks and Recreation Facilities funds to (PK-27) S. Hudgens Park - Park Areas - Site Improvements line item, including associated transfers.

Being no discussion, Mayor Whitlock called for a motion.

A motion was made by Councilmember Harkness, seconded by Councilmember Doss, to approve ordinance BA-FY24-27 as presented.

Voted For: Council members Harkness, Doss, Graeder, and Holloway

Motion carried.

2. AUTHORIZATION - PINE NEEDLE TRAIL GRANT MATCH

{L}

Dir. of Community Development & Engineering presented. Staff is pursuing a federal grant through the Atlanta Regional Commission's (ARC) current call for projects. The application requires a resolution be signed by Council stating that if the City is successful in winning the grant, then the City will commit to the 20% grant match. This is standard procedure for federal grant applications through ARC.

The project is expected to cost approximately eight million dollars for sidewalk, drainage, and a new bridge over Rogers Creek. This accounts for design, right of way acquisition, utility relocation, and construction. Match funds would come from the unallocated Transportation 2023 SPLOST in the amount of \$1,600,000.

Funds would only be committed if the grant is awarded to the City for this project.

Being no further discussion, Mayor Whitlock called for a motion.

A motion was made by Councilmember Doss, seconded by Councilmember Harkness, to approve, resolution R2024-08 to match the federal grant in the amount of 20% of the total project value, should the Atlanta Regional Commission award said grant to the City for the Pine Needle Trail Project.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

3. ORDINANCE TO AMEND BUDGET- \$35,000 - PINE NEEDLE GRANT {M}

Due to the expected high project cost, staff is seeking a grant through the Atlanta Regional Commission to fund the replacement of the bridge on Pine Needle Drive, including drainage improvements and the addition of sidewalks. Staff would like to pursue a grant for the project and is requesting SPLOST funding of \$35,000 to complete the grant application process. Staff requests approval of a budget amendment (BA-FY24-28) to add \$35,000 in unallocated 2023 SPLOST Transportation funds to (CD-73) Pine Needle Drive Improvements - Roadways & Walkways - Professional Services line item, including associated transfers.

A motion was made by Councilmember Holloway, seconded by Councilmember Graeder to approve ordinance BA-FY24-28 as presented.

Voted For: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

XI. MATTERS FROM MAYOR & COUNCIL

Council member Harkness commended the work on this edition of the Duluth Life Magazine.

Councilmember Graeder explained for the public that the meeting agendas are reviewed during the pre-meeting process, which is why it seems that many items pass through to a vote without extensive Council discussion or questions.

XII. MATTERS FROM CITY MANAGER

City Manager James Riker reported on the availability of a video with Republic Services explaining the new processes for garbage and recycling. To date, it has received over 3,000 views.

XIII. ADJOURNMENT

A motion was made by Councilmember Harkness, seconded by Councilmember Holloway, to adjourn at 6:55 pm.

Voting for: Council members Harkness, Doss, Graeder, and Holloway
Motion carried.

The next scheduled meetings of the Mayor and Council are budget work sessions on April 15th and 16th, and a work session for April 22, 2024 at 5:30 p.m.

KM 4/9/24



**NOTES OF THE WORK SESSION
MAYOR AND COUNCIL
CITY OF DULUTH, GA
APRIL 22, 2024**

PRESENT: Mayor Whitlock, Council members Harkness, Thomas (*arrived 6:10pm*), Graeder, and Holloway, City Manager, Asst. City Managers, Department Directors, City Attorney

ABSENT: Councilmember Doss

Mayor Whitlock called the meeting to order at 5:30pm

I. PUBLIC COMMENTS

None.

II. DISCUSSION ITEMS/PRESENTATIONS/UPDATES

1. RESIDENTIAL OFF-STREET PARKING

Code Enforcement Manager Marcus Head came forward to explain the request.

Staff is currently reviewing city ordinances and regulations pertaining to residential off-street parking restrictions for certain vehicles. He gave a presentation outlining some current conflicts and disparities that currently exist within our regulatory framework and requested Council's feedback.

Mr. Head provided examples of different types of vehicles and the variation in appearance, while also recommending that the regulations establish a clear distinction between business and commercial vehicles. He would like to draft an all-encompassing ordinance that balances quality of life with the needs of residents. This ordinance should include standards for visible branding, wraps or logos and address acceptable maximum sizes of vehicles and trailers. It should also include allowable equipment on the vehicles (such as ladders, machinery, hoses, etc.).

Council authorized staff to prepare a draft which would also be routed through the Planning Commission. Council was asked to continue looking at the sample vehicles and provide direct feedback to staff while the work is in progress.

There would also have to be exceptions for ADA vehicles.

Staff Intends to include limiting the number of commercial vehicles in residential driveways, allowing no “outdoor storage,” and was asked to use some of the Norcross verbiage regarding length and dimension, as well as clarify if/where gravel is allowed.

2. SERVER REPLACEMENT/EXTENDED WARRANTIES

{A}

Information Technology Manager Jeff Pruett came forward to explain his response to IT questions regarding servers that was raised during the budget work session. He shared the details of each and provided costs for replacing servers instead of extending the warranties through a third party (Service Express, Inc. (SEI)). We are currently using SEI for 2 servers and 14 network switches. The hardware is still in good shape and the operating systems on the servers (Server 2019 Datacenter) will be supported until January 2029. It was Mr. Pruett's recommendation to keep this equipment in service for 2 or 3 more years.

3. UNIFIED DEVELOPMENT CODE (UDC) UPDATES

Deputy Director of Community Development/Engineering Aron Hall and Special Projects Manager Forrest Huffman came forward to present.

Staff is currently reviewing the entire Unified Development Code (UDC) and will request adoption of an updated UDC later this year. During this process, however, more emergent revisions have come up that require attention prior to the completion of the review.

The major areas for amending are:

Single Family Zoning, remove duplexes and put them under RM

RM (Residential Multi-Family) amendments

Short term rentals – add by special use in RM zoning

Cigar/Tobacco – should there be distance requirements or other restrictions?

Mobile Kitchens – to allow on private property by permit in commercial property

Driveway Permits – construction, alteration or expansion

Council briefly discussed each topic and also recommended that cannabis stores be considered as well before it becomes legal.

The amendments will be routed through the Planning Commission and come before Council again at a later date.

4. RESIDENTIAL INFILL ORDINANCE UPDATE

{B}

Deputy Director of Community Development/Engineering Aron Hall and Special Projects Manager Forrest Huffman came forward to present.

Staff updated Mayor and Council on the need, process, and timeline for amending current regulations to allow infill housing products in the City. "Infill development" is the process of developing vacant or under-developed parcels within areas that are already largely developed. It allows redevelopment on a smaller scale and also encourages a diversity of housing types. They explained the differences between a PUD vs. infill development, outlined inflexibilities in the current codes and gave examples of desired styles for "middle housing."

Staff concluded by explaining the public involvement process and timeline for adoption by Mayor and Council, which is scheduled for December 9, 2024.

5. PURCHASING POLICY

Asst. City Manager/Finance Director Ken Sakmar presented an update to the City's Purchasing Policy. Last update in 2013, it outlines purchasing guidelines, methods of procurement, spending thresholds and approval limits.

Staff was authorized to place this item on the next meeting agenda.

6. DRONE UPDATE

City Manager James Riker came forward to report.

At a previous meeting staff was requested to investigate the frequency of drone complaints and provide an overview of a potential regulatory framework limiting drones to certain areas.

Staff has researched the matter, which also falls under FAA regulations as well as the State of GA. Mr. Riker noted that the city can only restrict usage on publicly owned property. He recommended adoption of an ordinance which addresses the intention landing of unmanned aircraft on public property, and gave examples from Norcross, Suwanee, and Alpharetta.

Council authorized staff to place a draft ordinance on a future agenda.

III. MATTERS FROM MAYOR & COUNCIL

Councilmember Holloway noted that she would like to get out into the community more and talk with citizens.

Mayor Whitlock noted that the current schedule for video projects such as Coffee with Council and Connect Duluth are on hold due to an employee vacancy. He mentioned the ideas of reconnecting with HOA contacts, and having a Council tent at events that should be manned in pairs, as well as more staff and council attendance at the events in general.

IV. ADJOURNMENT

Meeting adjourned at 8:20 pm.

The 5th Monday Work Session for April 29, 2024 has been cancelled. The next scheduled meeting of the Mayor and Council is May 13, 2024 at 6:00 p.m.

**ORDINANCE
CITY OF DULUTH
MUNICIPAL COURT SOLICITORS**

The Council of the City of Duluth hereby ordains:

That the following individuals be appointed as Municipal Court Solicitors of the Municipal Court of the City of Duluth and are authorized to serve in said positions unless a majority vote of Council removes such member(s) or until successors are appointed.

Mr. Richard Armond-Chief Solicitor
Kelsey Wiley-Assistant Solicitor
Maggie Benson-Assistant Solicitor

DULY ADOPTED this 13th day of May, 2024.

Mayor Greg Whitlock

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, Asst. City Manager/City Clerk

2023 Insolvent Tax Write Offs

Parcel ID	Year	Name	Location Address	Base Amt	Pen & Int	Write Off	Reason For Write Off
B202357169	2023	A AND J PROPERTY SERVICE ATLANTA	3570 BUFORD HWY STE 104B	499.84	48.53	548.37	Found vacant 8/22/2023 business dissolved
B202034041	2023	A CLEANING & PAINTING SERVICE LLC	3321 GROVEWOOD LN	35.7	3.47	39.17	Did not renew for 2020. Home Occ.
B202353290	2023	AB BOTANICAL (HEMP STORY)	2830 PEACHTREE INDUSTRIAL BLVD	204.33	28.57	224.17	Moved out in January 2023. Did not renew for 2024. T&T Pet Spa in location
B202038686	2021	ACCENT HEALTH	VARIOUS LOCATIONS	0.02	0	0.02	Did not renew for 2022
B202142992	2021	ALHARAMAIN	3312 PEACHTREE INDUSTRIAL BLVD	311.3	127.76	439.06	Found vacant 6/8/2021 by John Compton
B202142992	2022	ALHARAMAIN	3312 PEACHTREE INDUSTRIAL BLVD	43.13	108.33	419.63	Found vacant 6/8/2021 by John Compton
B202353241	2023	ALIENX LIMITED CO	1604 CREST VILLAGE DR	729	70.79	799.79	Home Occ. Moved to Norcross 12/31/2022
B201825711	2019	ALLY GLASS CORP	2670 N BERKELEY LAKE RD NW	57.58	31.8	89.38	Marcus Head went by business location on 3-2-2020. Building owner was setting Zhu's stuff out of the office and shop. Closed
B201825711	2020	ALLY GLASS CORP	2670 N BERKELEY LAKE RD NW	57.58	27.31	84.89	There is a new business Entity #3134, HiFun Design and Trading Inc dba Arkrocket, in 2670 N Berkeley Lake RD Suite 12.
B201825711	2021	ALLY GLASS CORP	2670 N BERKELEY LAKE RD NW	57.58	23.64	81.22	This is replacing B201821695 Talent Era Inc dba Anxin Express and B201825711 Ally Glass Corp.
B201825711	2022	ALLY GLASS CORP	2670 N BERKELEY LAKE RD NW	57.58	2.88	60.46	Marcus Head went by business location on 3-2-2020. Building owner was setting Zhu's stuff out of the office and shop. Closed
B201825711	2023	ALLY GLASS CORP	2670 N BERKELEY LAKE RD NW	57.58	2.88	63.17	Marcus Head went by business location on 3-2-2020. Building owner was setting Zhu's stuff out of the office and shop. Closed
B202245605	2022	AMAZING CHEF CORPORATION	2715 BUFORD HWY	39.31	3.82	43.19	WORKED WITH SHARED KITCHEN NAU LLC SHOULD HAVE HAD SP EXEMPTION FOR ADMIN OFFICE IN HOME
B202245609	2022	ARM ENTERPRISES LLC	3940 PEACHTREE INDUSTRIAL	1537.91	535.19	2073.1	NEW BUSINESS MOVED INTO THIS SPACE 7-14-2023. PRIOR TENANT SOLD BEAUTY PRODUCTS. NEW ENTITY IS 3072 TAQUIRIA EL TAMBO
B202245609	2023	ARM ENTERPRISES LLC	3940 PEACHTREE INDUSTRIAL	1537.91	149.34	1687.25	NEW BUSINESS MOVED INTO THIS SPACE 7-14-2023. PRIOR TENANT SOLD BEAUTY PRODUCTS. NEW ENTITY IS 3072 TAQUIRIA EL TAMBO
B372533	2019	BANG GA NAE	3312 PEACHTREE INDUSTRIAL BLVD STE 5	84.38	46.6	130.98	INACTIVE IN 2019 NEW BUSINESS IN SPACE KOREA HOUSE #2928
B201931603	2022	BEST TEAM CONSTRUCTION SERVICES LLC	4579 ABBOTTS BRIDGE ROAD	222.73	77.51	300.24	CLOSED FOUND VACANT 7/6/2023
B201931603	2023	BEST TEAM CONSTRUCTION SERVICES LLC	4579 ABBOTTS BRIDGE ROAD	222.73	21.63	244.36	CLOSED FOUND VACANT 7/6/2023
B341567	2019	BETTER HOMES AND BARGAINS	4579 ABBOTTS BRIDGE ROAD STE 8&9	47.17	21.77	68.94	CLOSED IN 2019 MOVED TO COUNTY UNINCORPORATED NEW BUSINESS IN SPACE WINDOWS FROM WARRIORS #2077
B341567	2020	BETTER HOMES AND BARGAINS	4579 ABBOTTS BRIDGE ROAD STE 8&9	47.17	18.09	65.26	CLOSED IN 2019 MOVED TO COUNTY UNINCORPORATED NEW BUSINESS IN SPACE WINDOWS FROM WARRIORS #2077
B341567	2021	BETTER HOMES AND BARGAINS	4579 ABBOTTS BRIDGE ROAD STE 8&9	47.17	15.08	62.25	CLOSED IN 2019 MOVED TO COUNTY UNINCORPORATED NEW BUSINESS IN SPACE WINDOWS FROM WARRIORS #2077
B341567	2022	BETTER HOMES AND BARGAINS	4579 ABBOTTS BRIDGE ROAD STE 8&9	47.17	5.07	52.24	CLOSED IN 2019 MOVED TO COUNTY UNINCORPORATED NEW BUSINESS IN SPACE WINDOWS FROM WARRIORS #2077
B201821787	2020	BRAIN SCIENCE	4233 PLEASANT HILL ROAD 110-200	100.3	47.56	147.86	CLOSED 12/31/2021 FAILURE TO RENEW
B201821787	2021	BRAIN SCIENCE	4233 PLEASANT HILL ROAD 110-200	100.3	41.17	141.47	CLOSED 12/31/2021 FAILURE TO RENEW
B201821787	2022	BRAIN SCIENCE	4233 PLEASANT HILL ROAD 110-200	100.3	34.9	135.2	CLOSED 12/31/2021 FAILURE TO RENEW
B393046	2021	CFA INSTITUTE	3280 SUMMIT RIDGE PKWY	92.22	36.88	129.1	PER OCC TAX OFFICER THIS BUSINESS NEVER HAD AN ACTIVE BUSINESS IN DULUITH
B202245630	2022	CADENZA DULUTH LLC	3385 HALL CIRCLE NW STE B	315.76	109.88	425.64	CLOSED FOUND VACANT 7/6/2023 MOVED TO NORCROSS EMAILED TO COLLECT PAYMENT SAID SHE WOULD PAY HAS NOT
B201826887	2021	CANAAN REPAIR	3564 BUFORD HWY A2	53.52	21.96	75.48	Closed 2/28/2021 placed on 2021 insolvent GWCO deactivated off 2022 and 2023
B201821715	2018	CHOI MUSIC STUDIO	2856 BUFORD HWY STE 5	245.47	156.23	401.7	TINT MASTER IS NOW IN THE LOCATION #3032
B201614446	2023	CIEL SJ MED SPA	4195 PLEASANT HILL RD STE E	244.02	23.69	267.71	Closed 12/31/22 didn't renew for 2023 New Business in space Studio Latoo
B360158	2023	COMPTON SALES INC	3347 DULUTH HWY	201.64	19.58	221.22	Closed 11/9/2021 GWCO did not bill them for 2022
B202245642	2022	CORELINE NORTH AMERICA INC	4855 RIVER GREEN PKWY STE 200	348.25	34.37	382.62	CLOSED 12/31/21 ATEMPTED TO COLLECT 2022 BPP TAXES UNSUCCESSFUL CO-M ROBOTICS USA NOW IN STE #3057
B202037385	2020	EJPC LLC	2605 PLEASANT HILL RD STE 700	162.99	77.29	240.28	CLOSED 9-15-19
B202037385	2021	EJPC LLC	2605 PLEASANT HILL RD STE 700	162.99	66.9	229.89	CLOSED 9-15-19
B202037385	2023	EJPC LLC	2605 PLEASANT HILL RD STE 700	162.99	15.83	178.82	CLOSED 9-15-19
B202034070	2020	ENEMEX EDUCATION GROUP LLC	2105 CHATTAHOOCHEE DR	81.82	38.79	120.61	HOME OCC. DID NOT RENEW SINCE 2021. NO LONGER AT RESIDENCE
B202034070	2021	ENEMEX EDUCATION GROUP LLC	2105 CHATTAHOOCHEE DR	81.82	33.58	115.4	HOME OCC. DID NOT RENEW SINCE 2021. NO LONGER AT RESIDENCE
B202034070	2022	ENEMEX EDUCATION GROUP LLC	2105 CHATTAHOOCHEE DR	81.82	28.47	110.29	HOME OCC. DID NOT RENEW SINCE 2021. NO LONGER AT RESIDENCE
B202034070	2023	ENEMEX EDUCATION GROUP LLC	2105 CHATTAHOOCHEE DR	81.82	7.94	89.76	HOME OCC. DID NOT RENEW SINCE 2021. NO LONGER AT RESIDENCE
B202142950	2021	FAST & FURIOUS	2906 BUFORD HWY STE 33	736.59	235.58	972.17	OWNER SAYS CLOSED IN 2020 AND SOLD TO PRIOR OWNER TIRE DELUXE
B202142950	2022	FAST & FURIOUS	2906 BUFORD HWY STE 33	736.59	79.11	815.7	OWNER SAYS CLOSED IN 2020 AND SOLD TO PRIOR OWNER TIRE DELUXE
B201614363	2021	FAT CRAB RESTAURANT LLC	3545 PEACHTREE INDUSTRIAL BLVD	0.89	0.08	0.97	SOLD BUSINESS 2021
B201721541	2019	FIVE OCEAN SEAFOOD LLC	3940 BUFORD HWY STE A180	34.59	16.27	50.86	DIDN'T RENEW FOR 2020 NEW BUSINESS IN SPACE PINK STUFF AND GIFTS(CJPLUS LLC) #2912
B201721541	2020	FIVE OCEAN SEAFOOD LLC	3940 BUFORD HWY STE A180	26.73	10.49	37.22	DIDN'T RENEW FOR 2020 NEW BUSINESS IN SPACE PINK STUFF AND GIFTS(CJPLUS LLC) #2912
B202245661	2022	GRAVITY BEER	3465 DULUTH HWY 120 STE 5228	65.51	6.47	71.98	EMAILED ANGELADAME22@HOTMAIL ON 6/1 AND 7/26
B341897	2021	HAIR COULEUR 4 U	3931 PEACHTREE INSTRUSTIAL	20.77	6.82	27.59	MOVED TO FULTON COUNTY
B202245667	2022	HAPPYJOHN316 LLC	2550 PLEASANT HILL RD STE 437	1114.98	388.02	1503	HOME OCC CLOSED 3-24-2022.
B201821741	2018	HK APPLIANCE REPAIR	3327 DULUTH HWY STE 206	66.82	1.28	68.1	CLOSED 2018, BUSINESS IN LOCATION NoW IS PEACHTREE UNITED ENTITY #3295 3-13-24
B047058	2019	HOLLIDAY VENTURES INC	3480 PLEASANT HILL RD	93.48	51.63	145.11	CLOSED BUSINESS WHEN SPLIT FROM KIDS R KIDS IN 2018
B2020034027	2021	JANG GA INC	3585 PEACHTREE INDUSTRIAL	104.1	42.72	146.82	CLOSED IN 2020 NEW RESTAURANT IN SPACE SAPPHIRE
B2020034027	2022	JANG GA INC	3585 PEACHTREE INDUSTRIAL	104.1	36.23	140.33	CLOSED IN 2020 NEW RESTAURANT IN SPACE SAPPHIRE
B202034027	2023	JANG GA INC	3585 PEACHTREE INDUSTRIAL	104.1	10.11	114.21	Closed in 2020. Should have been deactivated for 2021 & 2022. New business in space Sapphire
B201821714	2023	J K A SPORTS MISSION CENTER INC	2856 BUFORD HWY STE 3	42.38	4.12	46.5	MOVED TO ALPHARETTA IN 2020
B371429	2020	LAUREN & AMY INC	2670 N BEREKELEY LAKE RD NW	23.58	9.05	32.63	TRIED TO CONTACT OWNER & CPA
B201508193	2021	LEE & CHA LLC (CMM)	3640 SUMMIT RIDGE PWY STE 501	6.49	2.13	8.62	CLOSED 2019
B201821790	2023	MOVIUS INTERACTIVE CORO	4450 RIVER GREEN PARKWAY STE 300	4060.44	394.27	4454.71	Closed in 2022. Didn't renew for 2023
B201931617	2023	MPS LLC (PURE SUGAR)	3175 BUFORD HWY STE 102	56.27	5.46	61.73	Closed 10/15/2019 Sold to Sally Beauty
B201931617	2019	MPS LLC (PURE SUGAR)	3175 BUFORD HWY STE 102	56.27	31.17	87.34	CLOSED IN 2019 SOLD TO SALLY BEAUTY
B201931617	2020	MPS LLC (PURE SUGAR)	3175 BUFORD HWY STE 102	56.27	26.68	82.95	CLOSED IN 2019 SOLD TO SALLY BEAUTY
B201931617	2021	MPS LLC (PURE SUGAR)	3175 BUFORD HWY STE 102	56.27	23.09	79.36	CLOSED IN 2019 SOLD TO SALLY BEAUTY

B201931617	2022	MPS LLC (PURE SUGAR)	3175 BUFORD HWY STE 102	56.27	19.58	75.85	CLOSED IN 2019 SOLD TO SALLY BEAUTY
B201614229	2023	OMEGA FITNESS DBA FITBODY BOOT CAMP	2640 OLD PEACHTREE RD STE C	142.42	13.83	156.25	Closed in 2020 due to Covid. Phoenix Roasters in space as of 7/11/2023
B201614229	2020	OMEGA FITNESS LLC (FITBODY BOOT CAMP)	2640 OLD PEACHTREE ROAD STE C	165.87	124.13	244.52	NEW BUSINESS IN LOCATION PHOENIX ROASTERS #3071
B201614229	2021	OMEGA FITNESS LLC (FITBODY BOOT CAMP)	2640 OLD PEACHTREE ROAD STE C	159.52	65.47	224.99	NEW BUSINESS IN LOCATION PHOENIX ROASTERS #3071
B201614229	2022	OMEGA FITNESS LLC (FITBODY BOOT CAMP)	2640 OLD PEACHTREE ROAD STE C	151.46	52.71	204.17	NEW BUSINESS IN LOCATION PHOENIX ROASTERS #3071
B201721185	2018	PATEL USA LLC	2856 BUFORD HWY	102.59	65.3	167.89	DEACTIVATED 12-31-17
B202034079	2020	PLEASURES BEAUTY DBA INFLUENCE FOOT	4195 PLEASANT HILL RD STE D	169.74	80.49	250.23	Closed in 2021. Didn't renew for 2022.New Life Message now in space
B202034079	2021	PLEASURES BEAUTY DBA INFLUENCE FOOT	4195 PLEASANT HILL RD STE D	169.74	69.67	239.41	Closed in 2021. Didn't renew for 2022.New Life Message now in space
B201931732	2019	PMG MEDIA SOLUTIONS CORELEAD MORTGA	3296 SUMMIT RIDGE PKWY STE 1120	180.28	99.56	279.84	NEVER RENEWED FOR 2020
B201931732	2020	PMG MEDIA SOLUTIONS CORELEAD MORTGA	3296 SUMMIT RIDGE PKWY STE 1120	180.28	85.49	265.77	NEVER RENEWED FOR 2020
B201931732	2021	PMG MEDIA SOLUTIONS CORELEAD MORTGA	3296 SUMMIT RIDGE PKWY STE 1120	180.28	73.99	254.27	NEVER RENEWED FOR 2020
B201931732	2022	PMG MEDIA SOLUTIONS CORELEAD MORTGA	3296 SUMMIT RIDGE PKWY STE 1120	180.28	62.74	243.02	NEVER RENEWED FOR 2020
B202245728	2022	SCBOTANICAL LLC	3455 PEACHTREE INDUSTRIAL	1042.13	362.67	1404.8	ZONING DENIED NEVER OPENED 2/16/2021
B202245728	2023	SCBOTANICAL LLC	3455 PEACHTREE INDUSTRIAL	1042.13	101.19	1143.32	ZONING DENIED NEVER OPENED 2/16/2021
B202034122	2020	SKMI LLC GANGAM STYLE	2645 N BERKELEY LAKE RD STE 228	432.3	204.99	637.29	SOLD TO JASNINA LLC (#1003) 6/11/2020
B202034122	2021	SKMI LLC GANGAM STYLE	2645 N BERKELEY LAKE RD STE 228	432.3	177.42	609.72	SOLD TO JASNINA LLC (#1003) 6/11/2020
B202034122	2022	SKMI LLC GANGAM STYLE	2645 N BERKELEY LAKE RD STE 228	432.3	150.44	582.74	SOLD TO JASNINA LLC (#1003) 6/11/2020
B202034122	2023	SKMI LLC GANGAM STYLE	2645 N BERKELEY LAKE RD STE 228	432.3	41.98	474.28	SOLD TO JASNINA LLC (#1003) 6/11/2020
B202142971	2023	SMILE DENTURE LAB	3296 SUMMIT RIDGE PKWY STE 1710	37.21	3.61	40.82	CLOSED/FOUND VACANT 7/12/2023 ATTEMPTED TO CALL AND EMAIL PHONE NO LONGER IN SERVICE
B201825729	2018	STRATEGOS TENASITY	2900 PEACHTREE INDUSTRIAL BLVD	99.18	63.13	162.31	INACTIVE AS OF 12/31/2019; SWEET RICE IN SPACE AS OF 10/2022 ENTITY# 2818
B201825729	2019	STRATEGOS TENASITY	2900 PEACHTREE INDUSTRIAL BLVD	99.18	54.77	153.95	INACTIVE AS OF 12/31/2019; SWEET RICE IN SPACE AS OF 10/2022 ENTITY# 2818
B202037401	2020	TWS STONE AND TILE INC	4579 ABBOTTS BRIDGE RD STE 8&9	134.75	63.8	198.65	INACTIVE AS OF 12/31/2019 WINDOWS FROM WARRIORS IN SPACE (ENTITY# 2077)
B202037401	2021	TWS STONE AND TILE INC	4579 ABBOTTS BRIDGE RD STE 8&9	134.75	55.3	190.05	INACTIVE AS OF 12/31/2019 WINDOWS FROM WARRIORS IN SPACE (ENTITY# 2077)
B202037401	2022	TWS STONE AND TILE INC	4579 ABBOTTS BRIDGE RD STE 8&9	134.75	46.89	181.64	INACTIVE AS OF 12/31/2019 WINDOWS FROM WARRIORS IN SPACE (ENTITY# 2077)
B202353247	2022	YOUIL ENERGY TECH USA	3851 DULUTH PARK LANE STE 100	26.99	2.62	29.61	BUSINESS CLOSED 2-28-23. Had a pipe burst in DEC 2022 moved out and never returned per code enforcement.
				22449.12		28353.48	



Purchasing & Accounts Payable Policies & Procedures

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Prepared by:
Finance Department
City of Duluth
3167 Main Street
Duluth, Georgia 30096
Updated 05/2024

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Purpose

The purpose of this policy is to provide guidance to City of Duluth elected officials and employees regarding procurement, in turn maximizing the value for each dollar of expenditure on the goods and services necessary to provide governmental services for our citizens. It is the intent of the City to foster financial transparency while acting in the best interests of the City and maintaining fair, open, and transparent relationships with active and prospective vendors.

Objectives

- to assure taxpayers that dollars provided to the City and appropriated by the City Council are spent wisely and effectively
- to provide guidance and procedures to all City personnel engaged in the purchasing / accounts payable process
- to maintain reliable, competitive sources of supply based on fair and open vendor relations
- to establish ethical standards for procurement
- to remit payments to vendors in a timely manner without error, consistent with vendor terms and taking advantage of any discounts
- to establish and maintain internal controls over purchasing and vendor payments that deter misappropriation of City resources

Purchasing Guidelines

General Rules & Principles

- All City financial activity is subject to audit and open records. The City is committed to expending tax dollars in appropriate and necessary manners.
- It is the responsibility of the Finance Department to assure sound procedures are established, to educate and assist City departments in understanding the procedures, and to assure the purchasing and accounts payable processes run efficiently.
- Because purchasing activity is decentralized, individual departments hold primary responsibility for their own purchasing. This places accountability and responsibility in the hands of Department Directors, who must ensure that all policies and procedures are followed. It is the Department Directors' responsibility, with assistance from the Finance Department, to make certain that staff involved in procurement are aware of, understand, and adhere to purchasing policies and procedures. Any delegation of authority by Department Directors shall be exercised with prudence and care.
- When practical, employees making a purchase on a vendor account must provide their name at checkout so that when the statement arrives, the Finance Department can identify the origin of each charge.
- All purchasing activity is expected to comply with departmental budget availability and established budget procedures.

- All departments are expected to seek the most cost-effective goods and services that meet departmental needs, taking into account the quality of the service or products provided. Departments should anticipate needs so as to purchase sufficient quantities in order to lower unit costs while avoiding waste due to over-stocking or pilferage.
- Competition for City business is vital to cost-effective purchasing. However, the amount of staff time and effort required to complete a purchase should be based on the total cost of the purchase. In other words, a smaller amount of time and effort should be expended for low dollar purchases and considerable time and effort is normal for larger purchases.
- **The City of Duluth is exempt from State of Georgia sales and hotel tax.** Departments are expected to take active measures to avoid payment of sales tax; therefore, sales taxes will not be reimbursed. Sales taxes may be avoided by providing a Sales Tax Certificate of Exemption ([Exhibit A](#)) to vendors. Lodging within the state of Georgia is also tax exempt. A Hotel Tax Exemption Certificate ([Exhibit B](#)) shall be provided in order to comply with this rule.
- Purchases on the City credit card or with City vendor accounts are sales tax exempt. Therefore, elected officials and employees are prohibited from making personal purchases on any City account, as abuse could lead to the City's loss of tax-exempt status.
- Under no circumstances shall a City issued credit card, fuel charge card, or vendor account be used to put gas in a personal vehicle, to wash a personal vehicle, or otherwise purchase any types of maintenance services or goods for a personal vehicle.
- Alcohol, tobacco, vaping, lottery, and other related purchases are strictly prohibited
- City employees must refrain from all indications or appearance of impropriety with regard to vendors, as these may be construed as evidence of favoritism or providing unfair advantage. Specifically, employees are not to accept gifts, gratuities, or offers from any individual, company, firm, or business establishment that is a current or prospective vendor. Offers may include, but are not limited to money, entertainment, gifts, favors, loans, or promises of employment. Any such offers shall be politely declined, and any offers of significant value that could be construed as an attempted bribe are to be reported immediately to your Department Director. These limitations may not be interpreted so as to prohibit acceptance of social courtesies that contribute to good public relations, such as a token gift of food or drinks to a department so long as the value is minimal.
- Ethical standards of conduct of city officials including the mayor, members of the city council, municipal judges (including substitute judges), city manager, city clerk, city attorney and all other persons holding positions designated by the city charter are governed by the Chapter 2, Article X – Code of Ethics, sections [2-224](#) & [2-225](#).
- City employees must refrain from all indications or appearances of conflict of interest. A conflict of interest arises when the purchase of goods or services would result in the employee, or any immediate family member, realizing a financial gain. All potential or actual conflicts of interest shall be reported to the Department Director and the City employee must remove themselves from the decision-making process.

State Contracts

The State of Georgia Department of Administrative Services maintains statewide contracts on many commodities and services. Many of these contracts are available for use by local governments. Using this source for purchases does NOT require any additional bidding procedures, therefore saving time and money. Nevertheless, departments are encouraged to spot-check State contract prices with prices available for the same item from another source in an effort to obtain the most favorable price.

When utilizing this method of purchasing, it should be noted on the purchase order/invoice – “Purchase Made Under State Contract”.

State contract information can be found on the Department of Administrative Services website:

<http://doas.ga.gov/state-purchasing/statewide-contracts>

Purchase Orders

Purchase orders should be utilized when possible so that budgeted funds are held until the associated invoice is paid. Each department is responsible for completing their own purchase orders. Once goods are received, they must be inspected and compared with the packing slip and the purchase order. The receiving verification also includes assurance that the goods arrived in good condition. Any discrepancies in quantity or condition must be satisfactorily resolved prior to payment.

Lodging, Travel, Per Diem & Overnight Expenses

Lodging, travel, per diem, and overnight expenses are reimbursed by the City while an elected official or employee is performing their official duties or while attending training approved by the supervisor or Department Director. An Expense Report Form ([Exhibit D](#)) must be completed, approved by the Department Director, and submitted to the Finance Department. This form must be accompanied by supporting documentation to show the reason for travel, registration confirmation, conference itineraries showing any meals provided, mileage based on an internet driving map site, and any accompanying receipts, etc. All receipts must include a detail of the items purchased and not just the total charges.

See the Duluth Code of Ordinances for a detailed explanation of the City of Duluth’s travel regulations.

(Duluth Code § [2-47](#) & [2-48](#))

Methods of Procurement

Petty Cash

The intent of petty cash is to provide a payment option for cash only purchases and small dollar purchases (generally under \$50.00) resulting in greater productivity and less transaction cost.

Each department with petty cash funds shall designate an employee to be in charge of petty cash. A Petty Cash Reimbursement Form ([Exhibit D](#)) must be approved and submitted before petty cash is dispensed. Any change and receipts must be returned to the designee within 24 hours or the next business day.

When a petty cash fund needs to be reimbursed, the designee should complete a Petty Cash Reconciliation form ([Exhibit E](#)). The form is then approved by the Department Director, and sent to the Finance Department along with all receipts and related documentation. The Finance Department shall review the form and supporting documents. Once approved, the Finance Department will process a reimbursement check and have it cashed at the bank. The Finance Department will then notify the designee that the cash to replenish the petty cash fund is ready to be picked up.

In order to record all year end expenditures, the above reconciliation and reimbursement of petty cash must also be done shortly after the close of each fiscal year (June 30th). Petty cash is subject to audit by the Finance Department at any time.

Credit Cards

The intent of credit cards is to provide a quick, efficient, flexible manner to procure small to moderate dollar goods at less transaction cost resulting in greater productivity. City personnel are issued individual credit cards upon approval of the Department Director. Department Directors must exercise extreme care in determining who is to be assigned a credit card. Individual credit cards may be suspended or cancelled at the discretion of the Finance Director. Intentional inappropriate use or illegal use of credit cards could result in severe discipline and/or criminal prosecution.

Use of credit cards is absolutely prohibited in the following situations:

- Any purchase that is not budgeted or exceeds the department's approved budget amount
- Any purchase that is not work-related
- Cash advances through ATMs or bank tellers
- Annual contracts, maintenance, or other service agreements
- Purchase of personal items of any nature
- Purchase of alcohol, tobacco, vaping, lottery, or other related items

In addition, the use of credit cards should be avoided for those merchants with whom the City has an established billing relationship or credit/store account (for example, Home Depot). If it is unclear from which vendor purchases should be made, the purchaser should refer to the Active Vendor List found here [W:\Forms\Purchasing & Finance Forms](#). The Finance Department can also provide assistance and information on these vendors.

Each department shall have an employee designated to maintain an employee credit card sign in/out log. A Credit Card Sign Out Authorization Form ([Exhibit C](#)) must be approved and submitted prior to anyone checking out a credit card. Credit cards should not be signed out for more than 24 hours unless the card is checked out for overnight travel. Once an employee returns from travel, the credit card and all receipts must be submitted to the Finance Department within 24 hours or the next business day. The person who signs out a credit card is held personally responsible for the safekeeping of the card until it is signed back in. City personnel are encouraged to write "See ID" on the signature space on the back of the credit card. Credit card information should not be written down or saved on computers or merchant websites; the credit card should be checked out for each use.

Receipts for any credit card purchases are mandatory and are the responsibility of the card user. This responsibility also entails knowledge of the card's locations at all times and the immediate reporting of any misuse or loss. Each receipt must detail the items purchased and must be submitted to the department's designee within 24 hours or the next business day. Any undocumented credit card purchases will be the responsibility of the card user.

The Senior Accounting Technician (or Police Department Purchasing Technician) is responsible for reconciling the credit card statement and contacting the employee or department to resolve any discrepancies. The credit card statement shall be paid in full prior to the due date to avoid any late fees or finance charges.

Purchases Less Than \$25,000

A Department Director has the responsibility and authority to control the funds budgeted for the operation of their department. The department director is expected to control expenditures, to meet budgeted amounts and effect savings where possible. Reasonable effort should be made to obtain the most favorable price for these purchases, but no formal or informal competitive pricing is required.

It is often advantageous to procure service contracts/agreements on an annual basis to ensure effective and efficient operations. Service or maintenance contracts are to be in writing, and once approved by Council as part of the budget process, authorize the department director to execute the necessary agreement without further Council action. Contracts not approved as part of the budget process, in excess of \$25,000, or for multiple years will require Council approval.

Purchases made in this category are generally made using one of the following four methods:

1. Petty Cash
2. Credit Card
3. Vendor Invoice/Accounts Payable
4. Purchase Order

Petty cash and credit card purchases are to be made based on the guideline in the above sections. These purchasing methods are generally used for small purchases because they may be expedited more efficiently for these types of purchases. However, due to the limited funds available under these methods, great care should be taken to limit the use of these methods of purchasing.

Vendor Invoice/Accounts Payable

Operational Procedures

1. When a department receives an invoice, whether it arrives through mail, email, or other means of delivery, it should be stamped for approval, and coded by an employee familiar with the department's account codes. Invoice approval should be done by an employee(s) who can verify receipt of the goods or services. Once approved, the invoice should be forwarded to the Accounts Payable Department for processing and payment.
2. Approval of invoices is part of each department's fiscal accountability. This step ensures that payments are not issued merely because an invoice has been received or prior to verification that the goods and services have been provided. Invoices should be carefully reviewed, approved by authorized personnel, and returned to the Finance Department in a timely manner.

3. Checks and ACH Transmittal Reports are matched with the associated invoice and supporting documentation and then signed by either the City Clerk, City Manager, or designated Authority or Agency Member, as appropriate.
4. Checks to City employees are delivered via inter-office mail. Checks to other payees are normally mailed. Alternatively, payees may pick up checks from the Business Office with proper identification.

Other Accounts Payable Guidelines

- A “Payment Request” form ([Exhibit F](#)) may be used for payees who do not generate invoices. For example, payments to class instructors, event entertainers, and occasional recipients of refunds may be initiated with a Payment Request form. This form is to be completed, approved by the Department Director, and sent to the Finance Department with appropriate supporting documentation.
- Late fees due to failure to process invoices promptly are to be avoided at all times. The procedures outlined in this document are designed so that all departments working together cooperatively will be able to process payments in a timely manner to avoid past due notices. Investigating and resolving past due notices is time consuming and costly. Should a problem occur meeting a payment deadline, the Finance Department must be promptly notified. The Finance Department will assess the situation and determine any required corrective action.

Purchase Orders

A purchase order is a legal document used to create a written obligation between the City of Duluth and a vendor. Purchase orders can be used for any purchase less than \$25,000.

Each department, except for Community Development and Engineering, is responsible for completing their own purchase orders. The Finance Department shall be responsible for Planning and Development purchase orders.

A department initiates a purchase order by preparing a Purchase Requisition form ([Exhibit G](#)). The purchase order should include the vendor’s name, item description (written description and stock #, if applicable), quantity, cost, delivery requirements, and the appropriate budget account code. All purchase requisitions shall be approved by the Department Director responsible for the purchase.

The department must then enter the information from the purchase requisition form into the City’s accounting system and generate the purchase order. After the information is entered into the accounting system, the purchase information is sent via accounting system to the department director responsible for the purchase order approval.

If necessary, after the Department Director approves the purchase order in the system, the department’s purchasing agent may print a copy and send it to the vendor. It is not necessary to keep a hard copy of the purchase order as all the purchase orders are stored in the accounting system.

Purchases Over \$25,000 But Less Than \$99,999

Obtaining competitive prices is a requirement for purchases of this dollar amount. However, the competitive requirements are much less than the formal competitive procedures for purchases greater than \$99,999.

Departments are required to obtain a minimum of 3 price quotations or proposals prior to issuing a requisition for purchase of this dollar amount. The quotations should all meet the requirements, standards, or specifications of the goods or services to be purchased so that the purchasing decision will be based on comparable competition.

Quotations may be obtained by fax, e-mail, sealed quotation, printed catalogs, on-line catalogs, or other third-party external documentation. All comprehensive information documenting the quotations shall be compiled on a City of Duluth Purchasing Quotation Form ([Exhibit H](#)). A copy of the Quotation Form shall be attached to the purchase requisition. If 3 price quotations or proposals are not obtained, the Quotation Form should include an explanation as to the reason.

For budgeting purposes, purchase of this dollar amount should be made using purchase orders. In addition, the purchase may not be divided into two or more small purchases to circumvent these requirements.

Purchases Over \$99,999

Public Works Construction

Construction contracts costing less than \$100,000 are not subject to the requirements of the Local Government Public Works Construction Law. Local governments are specifically prohibited from intentionally subdividing a contract over \$100,000 in order to avoid the requirements of the Local Government Public Works Construction Law.

If a department does not competitively bid a contract/item because the total expenditures are below the \$100,000 threshold and it is likely subsequent services or purchase will take the expenditures over the threshold, the competitive bidding process should be used.

In awarding Local Government Public Works Construction contracts, the City uses both the Invitation to Bid process (aka Competitive Sealed Bid) and Request for Proposals process (aka Competitive Sealed Proposal) The selection is based on the individual project, designed to ensure the best possible value is received by the City and to give those qualified and responsible bidders a fair and equitable opportunity to do business with the City.

Procedure Requirements for Invitation to Bid (ITB)/Request for Proposals (RFP)

When using local funds, the Department may choose the Invitation to Bid or the Request for Proposal option. Both options require City Council approval and award.

Prior to entering into a public works construction contract other than those exempted by OCGA Code Section [36-91-22](#), a governmental entity shall publicly advertise the contract opportunity. Such notice shall be posted conspicuously in the governing authority's office and shall be advertised on the Georgia Procurement Registry as provided for in OCGA Code Section [50-5-69](#) at no cost to the governmental entity. Such notice may be advertised in the legal organ of the city or by electronic means on the website of the city or any other appropriate websites.

Contract opportunities that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement.

Contract opportunities that are advertised solely on the Internet shall be posted continuously for at least four weeks prior to the opening of sealed bids or proposals.

Invitation to Bid (ITB)

Contract opportunities that will be awarded by Invitation to Bid shall have plans and specifications available on the first day of the advertisement and shall be open to inspection by the public. The plans and specifications shall indicate if the project will be awarded by base bid or base bid plus selected alternates and:

- A. A statement listing whether all anticipated federal, state, or local permits required for the project have been obtained or an indication of the status of the application for each such permit including when it is expected to be obtained; and
- B. A statement listing whether all anticipated rights of way and easements required for the project have been obtained or an indication of the status as to when each such rights of way or easements are expected to be obtained.

Bidders shall submit sealed bids based on the criteria set forth in the invitation.

The City shall open the bids publicly and evaluate such bids without discussions with the bidders.

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid; provided, however, if the bid from the lowest responsible and responsive bidder exceeds the funds budgeted for the public work construction project, the City may negotiate with such lower bidder to obtain a contract price within the budget amount. Such negotiations may include changes in the scope of work and other bid requirements.

Should the lowest responsible and responsive bidder be disqualified for any reason, the City would select the next lowest responsible and responsive bidder.

Request for Proposal (RFP)

The Request for Proposal (RFP) bidding format may be used when the goods and services do not lend themselves to a clear accurate statement of work, and/or the objective of solicitation is to identify the bidder who can offer the best possible solution at the most reasonable cost. The RFP seeks to identify the "best value" for the City by using a combination of technical and commercial factors to evaluate bidders' proposals. All eligible proposals will be subject to confidential evaluations prior to award.

Contract opportunities that will be awarded by Request for Proposal shall be publicly advertised, and shall include conceptual program information in the request for proposals describing the requested services in a level of detail appropriate to the project delivery method selected for the project. The advertisement shall include such details and specifications as will enable the public to know the extent and character of the work to be done.

Request for Proposal must include language describing how each proposal will be evaluated, and whether cost is evaluated, and if so, to what degree. Only those items listed for evaluation in the proposal will be evaluated.

All required notices of advertisement shall also advise of any mandatory prequalification requirements or pre-proposal conferences as well as any federal requirements pursuant to subsection (d) of OCGA Code Section [36-91-22](#). Notice of mandatory pre-proposal conference or prequalification shall provide reasonable advance notice of said conference.

In making any Request for Proposal, the City shall:

- A. Publicly advertise the Request for Proposal, which shall include conceptual program information describing the requested service in a level of detail appropriate to the project delivery method selected for the project, as well as the relative importance of the evaluation factors.
- B. Open all proposals received at the time and place designated in the request for proposal so as to avoid disclosure of contents to competing offerors during the process of negotiations.
- C. Make an award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the request for proposal. The evaluation factors shall be the basis on which the award is made.

As set forth in the request for proposal, offerors submitting proposals may be afforded an opportunity for discussion, negotiation, and revision of proposals. Discussions, negotiations, and revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In accordance with the request for proposal, all responsible offerors found by the City to have submitted proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations, or revisions. During the process, the City shall not disclose the contents of proposals to competing offerors.

Other Factors

Where a public works construction contract involves the expenditure of federal assistance or funds, the receipt of which is conditioned upon compliance with federal laws or regulations regarding the procedures for awarding public works construction contracts, the City shall comply with such federal requirements and shall not be required to comply with the provisions of (OCGA [36-91-22](#) d) Chapter 91 of Title 36 that differ from the federal requirements. The City shall provide notice that federal procedures exist for the award of such contracts in the advertisement required by subsection (b) of OCGA Code Section [36-91-20](#).

The above contracting and bidding requirements shall not apply to public works construction projects necessitated by an emergency, provided the contract is ratified as soon as practicable and the nature of the emergency is described in the minutes of the City Council.

Submittal of Bids/Proposals

The Invitation to Bid/Request for Proposal shall specify that vendors submit bids/proposals in a sealed package that clearly indicates that the package is a response to the Invitation to Bid or Request for Proposal. The receiving department shall date, and time stamp the package immediately upon receipt. The bids/proposals shall remain sealed and secured until the time for the opening. Bids/proposals may be withdrawn only by written request of the submitting party, at any time prior to the opening. Mistakes discovered before bid/proposal opening may be modified by written request of the submitting party. Bids/Proposals received after the designated date and time of opening shall not be opened or considered. An Invitation for Bid/Request for Proposal may be cancelled prior to the opening date at the sole discretion of the City.

Bid/Proposal Opening

The City Clerk or his/her designee, in the presence of one or more witnesses, shall open bids publicly on the date and at the time and place designated in the Invitation for Bid without discussion with the bidders. The name of each bidder, the purchase price contained in each bid and/or such other information as deemed appropriate shall be announced as the bids are opened. A record of bid information and bid tabulation shall be recorded and maintained as a public record. If stated in the Request for Proposal a formal opening will take place, said opening shall take place according to the Request for Proposal at the date, time and location listed.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. However, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, note the nature of the mistake, and the bid price actually intended.

Invitation to Bid/Request for Proposal Evaluation

Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and experience/suitability for a particular purpose. No criteria may be used in bid evaluation that is not specifically set forth in the invitation. Proposals shall be evaluated based on the requirements set forth in the Request for Proposal, including the process for scoring each proposal.

Rejection/Disqualification of Bid/Proposal

The City reserves the right to reject any or all bids/proposals if it determines such a rejection to be in the best interest of the City. The following types of bids/proposals shall be subject to disqualification for cause:

- a. A bid/proposal which is incomplete in any material aspect.
- b. A bid/proposal submitted without required bonds.
- c. A bid/proposal received after the deadline for submitting proposals.

Bid Award

Subject to approval by the City Council, bids shall be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the City of Duluth, with price and other factors considered. However, if the bid from the lowest responsible and responsive bidder exceeds the funds budgeted for the public works construction contract, the City may negotiate with such an apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. Any rejections of low bids shall be explained and documented in writing. A written award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party.

Proposal Award

Subject to approval by the City Council, projects shall be awarded to the offeror whose proposal received the highest score based on the published evaluation criteria provided the proposal included the required administrative paperwork formally requested in the Request for Proposal.

Receipt of One Sealed Bid

In the event only one sealed bid is received, the City has the option to open said bid or suspend said bid opportunity while investigating the reason for receipt of only one bid. In the event a sole bid is opened; City has the right to reject sole bid if it exceeds the budget for said project. In this event, City may choose to readvertise bid opportunity with same, similar, or altered scope. The city also has the right to negotiate with said bidder for the best and final offer taking scope and other project requirements into consideration.

Emergency Purchases

Normal competitive purchasing procedures may be temporarily waived during bona fide emergencies. An emergency is hereby defined as any situation or circumstance that is determined to constitute a threat to public health, safety, or welfare or to the soundness and integrity of public property, or to the delivery of essential services, and where the adverse effects of such emergency may worsen materially in the short term with the passage of time.

The Mayor or City Manager must declare a "state of emergency" that would permit a waiver of normal purchasing procedures. Departments shall still use such competitive procedures as circumstances reasonably permit. Emergency purchasing provisions must not be used to compensate for poor planning.

Bonding

Bonds provide a form of financial protection against damage. A bond is a binding agreement executed by a bidder or vendor and another party to guarantee the performance of certain obligations or duties to the purchaser. There are three types of bonds that may be appropriate for inclusion in procurement for costly items or construction projects: Bid Bond, Performance Bond, Payment Bond.

Bid Bond

Bid bonds provide surety that the firm awarded a bid shall not withdraw the bid, shall insure the execution of the contract document, and shall furnish any required Payment and Performance Bonds. The City of Duluth requires a bid bond if the estimated bids or proposals are for construction projects of \$100,000 or more. The bid bond shall be in the amount of not less than five (5) percent of the total amount payable by the terms of the contract. The guarantee may be in the form of a cashier's check or certified check made payable to the City of Duluth, or a Bid Bond issued by a surety company. Bid Bonds will be returned upon award of the contract (O.C.G.A. § [36-91-50](#)).

Performance Bond

A performance bond is executed subsequent to award by a successful bidder to protect the City of Duluth from loss due to the bidder's inability to complete the contract as agreed, and to secure the fulfillment of all contract requirements. Performance bonds shall be required for all public works construction contracts with an estimated contract amount greater than \$100,000. Prior to commencing work, the successful bidder will be required to furnish a performance bond in the amount of at least the total amount payable by the terms of the contract and shall be increased as the contract amount is increased. The guarantee of performance may be in the form of a cashier's check, certified check made payable to the City of Duluth, or performance bond. When the amount of the performance bond required does not exceed \$750,000, the City may, in its sole discretion, accept an irrevocable letter of credit issued by a bank or savings and loan association as defined in O.C.G.A. § [7-1-4](#) in the amount of and in lieu of the bond otherwise required.

Payment Bond

The successful bidder will be required to furnish a guarantee of payment for the protection of all subcontractors, individuals, or businesses participating in the project or contract. Payment bonds shall be required for all public works construction contracts with an estimated contract amount greater than \$100,000 and must be provided prior to commencing work. In lieu of such payment bond, the City, in its discretion, may accept a cashier's check, certified check made payable to the City of Duluth, or an irrevocable letter of credit issued by a bank or savings and loan association as defined in O.C.G.A., § [7-1-4](#). The payment bond or other security accepted in lieu of a payment bond shall be in the amount of at least the total amount payable by the terms of the initial contract and shall be increased if requested by the City as the contract amount is increased.

FILE LOCATIONS FOR EXHIBITS & OTHER RESOURCES:

- Exhibit A: <W:\Forms\Tax Exempt Forms\Sales Tax Exemption>
- Exhibit B: ["W:\Forms\Tax Exempt Forms\Sales Tax Certificate of Exemption \(fillable\).pdf"](W:\Forms\Tax Exempt Forms\Sales Tax Certificate of Exemption (fillable).pdf)
- Exhibit C: ["W:\Forms\Purchasing & Finance Forms\Credit Card Sign Out Authorization.xls"](W:\Forms\Purchasing & Finance Forms\Credit Card Sign Out Authorization.xls)
- Exhibit D: ["W:\Forms\Purchasing & Finance Forms\2024 Expense PerDiem Report.xls"](W:\Forms\Purchasing & Finance Forms\2024 Expense PerDiem Report.xls)
- Exhibit E: ["W:\Forms\Purchasing & Finance Forms\Petty Cash Reconciliation.xlsx"](W:\Forms\Purchasing & Finance Forms\Petty Cash Reconciliation.xlsx)
- Exhibit F: ["W:\Forms\Purchasing & Finance Forms\Payment Request.pdf"](W:\Forms\Purchasing & Finance Forms\Payment Request.pdf)
- Exhibit G: ["W:\Forms\Purchasing & Finance Forms\Purchase Order.xls"](W:\Forms\Purchasing & Finance Forms\Purchase Order.xls)
- Exhibit H: ["W:\Forms\Purchasing & Finance Forms\Purchase Quote.xls"](W:\Forms\Purchasing & Finance Forms\Purchase Quote.xls)

[City of Duluth Code of Ethics](#)

[State Contract Information](#)

[City of Duluth Travel Regulations](#)

Active Vendor List ["W:\Forms\Purchasing & Finance Forms\Active Vendor List.xlsx"](W:\Forms\Purchasing & Finance Forms\Active Vendor List.xlsx)

[OCGS Code Section 36-91-22](#)

[OCGS Code Section 50-5-69](#)

[OCGS Code Section 36-91-20](#)

[OCGS Code Section 36-91-50](#)

[OCGS Code Section 7-1-4](#)

DEFINITIONS:

Base Bid – “Base Bid” or Base proposal means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Bid Bond – means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.

Construction – The process of building, altering, repairing, improving, or demolishing any structure or building or other public improvements of any kind.

Contract – Instrument used to create the written obligations between the City of Duluth and a supplier for services and goods. The completed Purchase Order is considered a contract when no other contract is signed.

Employee – An individual, whether elected or not, who is receiving from the City wages, salary, or other benefits in lieu of salary.

Invitation to Bid (ITB) – A request by Purchasing which is sent to suppliers along with a description of the commodity or services needed and which requires supplier response with price and other information. Evaluation and recommendation for award should be based on the ITB that best meets price, quality, delivery, service, past performance, and reliability of both the vendor and the product. These transactions may or may not be subject to the Sealed Bid process and further negotiations are usually unnecessary.

Performance Bond – The performance bond ensures payment of a sum of money (100% of the annual contract price) to the City of Duluth in the event the contractor fails in the full performance of the contract and replaces the bid bond upon award of a contract.

Public Works Construction Contracts – Pursuant to O.C.G.A. 36-91-2 Definitions - "Public works construction" means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32. Such terms do not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

Purchase Order – A contract document including payment terms and conditions generated via the City's Financial System to document the transactions between the City and a supplier. Purchase Orders will also be used to control the payment to contractors for work performance under a formal contract.

Purchase Requisition – The first step in the purchasing process of all goods and services regardless of price. Purchase Requisitions are created in the financial software, routed electronically to department heads for approval and then are converted to Purchase Orders by the Purchasing Manager or other finance department employee.

Request for Proposal (RFP) – A formal request made by Purchasing to obtain competitive offers of price and plans for handling a project. Pricing will be considered in the evaluation of the proposals as well as qualifications, references, and other critical factors to make the process successful. These transactions are subject to the Sealed Bid process and allow for negotiations. The content of the proposals will not be released until the item or service has been evaluated and awarded.

Supplier /Vendor – Any individual, company, corporation, partnership, sole proprietorship, or other legal entity that sells goods, materials, equipment, or supplies to the City of Duluth; a collective term for manufacturer, distributor, wholesaler, retailer, and contractor when referring to all as a group.

Exhibit A

ST-5 (Rev. 10/2016)



STATE OF GEORGIA DEPARTMENT OF REVENUE SALES TAX CERTIFICATE OF EXEMPTION GEORGIA PURCHASER

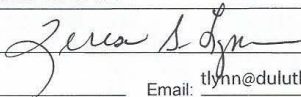
To: _____
SUPPLIER _____ DATE _____

SUPPLIER'S ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will qualify for tax-free or tax exempt treatment as indicated below. (Check the Applicable Box)

- ☐ 1. Purchases or leases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. **TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE.** O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- ☒ 2. Purchases or leases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
- ☐ 3. Sales of tangible personal property and services made to the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- ☐ 4. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private or contract carriers. O.C.G.A. § 48-8-3(33)(A).
- ☐ 7. Purchases or leases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: City of Duluth Sales Tax Number: 58-6002457
(IF REQUIRED)
Purchaser's Type of Business: Municipality
Purchaser's Address: 3167 Main Street Duluth GA 30096
Printed Name and Signature: Teresa Lynn  Title: City Clerk
Telephone Number: 770-476-3434 Email: tlynn@duluthga.net

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.

Exhibit B

ATTENTION: GEORGIA HOTEL AND MOTEL OPERATORS

On April 2, 1987, Act Number 621 amending Official Code of Georgia Annotated Section 48-13-51 became effective. This Act provides that Georgia State or local government officials or employees traveling on official business should not be charged county or municipal excise tax on lodging. Sales tax is not exempted under the current sales tax law, since the payment of hotel/motel bills by an employee is not considered to be payment made directly by a State agency from appropriated funds. Upon verification of the identity of the State official or employee identified below, Georgia hotel and motel operators are authorized to exempt the individual from any applicable county or municipal lodging excise tax. Sales tax, however, should continue to be charged.

A copy of this certification should be maintained with your tax records to document the individual's status as a state official or employee traveling on official business. If you have any questions, please contact the accounting or fiscal office of the Department or agency employing the individual identified below.

**STATE OF GEORGIA
CERTIFICATE OF EXEMPTION OF LOCAL HOTEL/MOTEL EXCISE TAX**

CERTIFICATION

This is to certify that the lodging obtained on the date(s) identified below was required in the discharge of my official duties for the State and qualifies for exemption of the local hotel/motel excise tax under Official Code of Georgia Annotated Chapter 48-13 (as amended by Act 621, Georgia Laws 1987).

Signature of Official or Employee

Date

PRINT OR TYPE

Name of Official or Employee

Title of Official or Employee

Agency Represented

City of Duluth

Accounting/Fiscal Office Contact

Teresa S. Lynn

Phone No.

770-476-3434

Date(s) of Lodging

Exhibit C

Credit Card Sign Out Authorization Form

The following individual is authorized to sign out the credit card for my department

Name: _____

Purchase to be made from: _____

Description of Purchase: _____

Approximate Purchase Price: _____

Purchase to be charged to Account #: _____

Please note:

Credit Cards should not be signed out for more than **24 hours**.

Receipts must be turned in when Credit Card is returned.

Department Head

Date

Exhibit D

CITY OF DULUTH EXPENSE REPORT FORM

Name _____ Approved By _____
 Purpose of Trip _____
 Location _____ Account Code _____
 Period From: _____ To: _____ Date Submitted: _____

Travel Mileage	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Total from Mapping Service (eg. Google Maps)							
Total Daily Mileage	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Items Covered	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Mileage @ 0.56 /Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking and Tolls							
Auto Rental							
Local Travel (Cab/Bus/MARTA)							
Air Fare							
Hotel							
Tips							
Other							
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Per Diem	Mon	Tue	Wed	Thu	Fri	Sat	Sun
The Standard Federal Per Diem minimum is \$51.00 per day, and is non-taxable.							
Breakfast \$11.00							
Lunch \$12.00							
Dinner \$23.00							
Incidental Exp. \$5.00							
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Not Covered and/or Non-Employee Items	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Air Fare							
Hotel Charge							
Registration							
Incidental Expenses							
Other:							
Total Noncovered Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less Amount Prepaid by Employee							
Net Noncovered Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Amount Paid by City Credit Card: _____

Per Diem Received: _____

Total Expenses: 0.00
 Total Per Diem: 0.00
 Amount Paid by City Credit Card: 0.00
 Balance: 0.00
 Less Net Noncovered Expenses: 0.00
 Less Per Diem Received: 0.00

Amount Due Employee: _____

Amount Due City: **0.00**

City of Duluth
Petty Cash Reimbursement

Employee:		Date:	
Dept:			
Description of Expense	Paid to:	Total	Account Code to Charge
Total Due:		\$ -	
Received By:			
Approved By:		Cash dispensed by:	



City of Duluth

Request for Check

CC- 0000358

Date Needed: _____

Account Code(s): _____

Amount: \$ _____

Payable To: _____

Address: _____

Payable For: _____

PAID IN FULL? YES NO If No, explain: _____

MAIL CHECK? YES NO , _____

Approved By: _____

Date: _____

Rev. 09/02

[illegible]

[illegible]

STATE OF GEORGIA

CITY OF DULUTH

Agreement for Landscaping Maintenance Services
Between the City of Duluth and Yellowstone Landscapes, Inc.

THIS AGREEMENT is made this 13th day of May, 2024 by and between YELLOWSTONE LANDSCAPE, INC., a Georgia Corporation located at 4386 Lilburn Industrial Way, Lilburn, Georgia 30047 (hereinafter called the "Contractor") and CITY OF DULUTH, 3167 Main Street, Duluth Georgia 30096 (hereinafter called the "City"), do mutually agree as follows;

1. Scope and Cost:

The Contractor agrees to furnish all labor, supervision, materials, equipment, tools, supplies, disposal, and services necessary to timely and fully perform and complete in a neat, first-class and workmanlike manner and in strict compliance with the Contract Documents, drawings, specifications provided as applicable to the contractor, all of the specific work and services described below and as shown on Exhibit A. Costs to provide the above scope of work shall be inclusive of taxes, labor, supervision, disposal, materials, traffic control, equipment, tools, transportation, and any associated written reports.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of Work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers. This Contract, executed in triplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the City in writing.

2. Project Manager

The Project has been initiated by the City and the City Representative for this project is Director of Public Works, Audrey Turner, hereinafter referred to as the "Project Manager." The Project Manager shall act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the City in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract documents:

3.1- The term "Contract Documents" above includes all portions of the specifications published and or advertised by the City for purposes of soliciting proposals for this project. Including; Invitation To Submit Proposals, Addenda, Plans, Drawings, Specifications, General and Special Conditions, Guarantees, Contracts, Unit Pricing, and including but not limited to Exhibit A attached hereto. The scope of work therefore, may not extend beyond these descriptions as set forth above without proper adjustments and or opportunity made available so as to properly compensate the contractor for any such scope of work.

3.2- Contractor agrees to perform the contract work to the satisfaction of the City. Contractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the work in strict conformity with the contract documents.

4. Project duration.

4.1- This contract shall be for a period of one year beginning on July 1, 2024 and terminating on June 30, 2025. The contract will automatically renew for four additional one year periods for a maximum term of five years unless either party provides written notice of nonrenewal not less than 30 days prior to the expiration period.

5. Contract sum and payments:

5.1- Payments in conformance with the Request for Proposal Scope and Addendums attached hereto and incorporated herein as Exhibit "A" shall be made monthly by the City for work satisfactorily completed after contractor has completed work and submitted a pay request delineating each area where landscaping services have been performed separately. Total annual contract amount shall not exceed \$390,000. Pay requests shall be submitted monthly to the Assistant City Manager's Office.

6. Execution of Work

6.1- The contractor agrees to commence the contract work beginning July 1, 2024 and to continue to perform services in accordance with the Request for Proposal Scope attached hereto and incorporated herein by reference as Exhibit A.

6.2- Contractor shall promptly provide the City with any scheduling information requested. City may revise any schedule, if necessary, as the work progresses.

6.3- Contractor shall cooperate with City and other subcontractors/contractors whose work may interfere with or affect the Contractor's Work.

7. Compliance with Immigration Laws and Regulations

7.1 The Contractor shall be responsible for complying with the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accord with these provisions the Contractor shall complete attached Exhibits C, C(1) and C(2).

7.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. § 13-10-91(b).

7.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees.

7.4 Pursuant to O.C.G.A. § 50-36-1, Proposer shall provide information regarding citizenship status and shall complete and file with the City the Citizenship Status Affidavit, which is attached hereto as Exhibit B.

7.5 The failure to abide by the provisions and agreements set forth in Subsection 7 shall constitute a breach and default of this contract.

8. Insurance

8.1 The Contractor shall provide insurance as follows from the issuance of the Notice to Proceed and continuing through the final payment under this contract:

- a. Workers compensation insurance as required by Georgia law.
- b. Commercial General Liability Insurance or equivalent Occurrence Policy which will provide primary coverage in the event of any Occurrence Claim, or Suit, with limits of not less than \$1,000,000 per occurrence.

8.2 The Contractor shall provide proof of insurance required as set forth above upon execution of this contract and such proof shall be a necessary pre-condition to this agreement.

9. Inspection and Approvals

9.1- If requested by the City, Contractor shall notify City and or its representatives when portions of its work are ready for inspection. City shall make reasonable efforts after receiving notice from Contractor, to inspect said scope of work completed.

9.2- Contractor agrees to 'make right' at no additional cost to City any such portion that is determined by City's representatives to be incomplete within the bounds of the contract. Contractor shall promptly perform any and all punch list work submitted to it by City.

10. Termination

10.1- The City may terminate the contract for failure by the Contractor to comply with the terms and conditions of its contract or failure by the Contractor to correct problems brought to its attention by the City, each of which failures shall constitute a default. In the event of such termination, that Contractor will be paid only those sums due and owing under the contract for performance satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

10.2- The City, for its convenience and without cause, may terminate this contract whenever the City determines that such termination is in its best interest after giving thirty (30) days written notice of such termination to the Contractor. In the event of a termination for convenience, the City shall pay all amounts due and owing to the Contractor for performance satisfactorily rendered. However, in no event shall the total of all amounts paid to the Contractor exceed the contract price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

11. Disputes/Resolutions

11.1- Any claims or disputes that may arise, including adjustments to compensation or to time of completion, shall be initiated by written notice within five (5) days after either party becomes aware of the claim or issue in dispute. The parties shall have ten (10) days following such written notice to cure or resolve any dispute. Notwithstanding the foregoing, the failure to provide written notice shall not serve as a bar to an action in law or equity for either party.

11.2- The City and Contractor shall make all reasonable efforts to resolve any and all matters of dispute without the involvement of any third party. However, if such efforts are not successful after a thirty (30) day period, then both

parties agree to resolve their claims by filing a Complaint in the Superior Court of Gwinnett County, Georgia. The terms of this Agreement shall be integrated and enforced under the Laws of Georgia.

12. Indemnity

12.1-Contractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of or in any way connected with its work and shall to the fullest extent permitted by law defend, indemnify and hold harmless City, and their respective officers, agents, and employees, (herein referred to as Indemnities), from and against any and all claims, losses, suits, damages, legal costs and expenses and otherwise, arising out of or in any way connected with Contractor's work. If any claim or demand is made against City for any matter enumerated herein, any payment due, or thereafter to become due, to Contractor shall be held by City to cover such losses and expenses.

13. Compliance with Laws and Safety Regulations

13.1- All work, labor, safety rules, services and materials to be furnished by Contractor must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter "Laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by Contractor as part of this Contract without any additional compensation.

13.2 Equal Opportunity Agreement: Contractor further agrees that during the course of the performance of the contract:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicapping condition. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition. Such action shall include but not be limited to, the following: Employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.

(c) The contractor will send to each labor union or representative of workers with which he has a collective

bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246, as amended (3 CFR 169 (1979)), and shall post copies of notices in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

15.3 Contractor agrees to comply with the Drug Free Work Place Act.

16. Interpretation

16.1 This Contract shall be interpreted under the laws of the State of Georgia.

IN WITNESS WHEREOF, the City and Contractor have executed this contract consisting of (7) pages and the Attachments/Exhibits/Statements/Affidavits (If any) on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

17. Amendments

17.1 Any amendments to this contract shall be made in writing and shall not be binding until such amendment is agreed upon and executed by both parties.

17.2 No change orders shall be binding unless reduced to writing and agreed upon by both parties in writing.

18. Safety:

Traffic safety is paramount. To the extent required to perform any of the tasks set forth in contract documents, the contractor will be responsible for all traffic signage and traffic control around maintenance areas, in accordance with the Manual on Uniform Traffic Control Devices, the Georgia Department of Transportation, and all other safety measures that will enhance the safety of the construction site. This item will not be included as a separate pay item but shall be included as a part of the contract.

19. Drug Free Work Place

The contractor is required to certify a drug-free workplace for all employees including subcontractors shown on Exhibit D.

CONTRACTOR:

YELLOWSTONE LANDSCAPE, INC. (SEAL)

By: _____

Printed Name and Title

CITY:

CITY OF DULUTH

By: _____

James Riker, City Manager
Printed Name and Title

Federal I.D. Number: _____

Notary Public

In the presence of: _____

Subscribed and sworn to before me

this ____ day of _____, 2024.

My Commission expires: _____

in the County of _____

Notary Public

In the presence of: _____

Subscribed and sworn to me

This ____ day of _____, 2024.

My Commission expires: _____

in the County of _____

EXHIBIT A

Request for Proposal Scope and Addendums
(Including Attachments A-D)

EXHIBIT B

Georgia Security and Immigration Compliance Act.

Contractor shall comply with the provisions of the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). Contractor's obligations under this section shall include, but not be limited to the following:

1. **Contractor must initial** one of the sections below:

_____ Contractor has 500 or more employees and has complied with the provisions of the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09).

_____ Contractor has 100 to 499 employees and Contractor warrants that no later than July 1, 2008, Contractor will comply with the provisions of the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09).

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will comply with the provisions of the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09)

2. Contractor agrees to execute and comply with the Contractor Affidavit and Agreement attached as Exhibit C1.

3. Contractor agrees that in the event any subcontractor is retained to perform any services under this contract the Contractor will insure that the subcontractor will comply with the requirements of the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). Contractor further agrees to require all subcontractors performing work under this Contract to execute the Subcontractor Affidavit attached as Exhibit C2. Contractor further agrees to maintain records of the Subcontractor Affidavit(s) and to make such Subcontractor Affidavit(s) available for inspection by the City of Duluth at any time.

EXHIBIT B (1)

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

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

Employment Eligibility Verification
User Identification Number

By:

Date

Title:

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 2024.

Notary Public

My Commission Expires:

EXHIBIT B(2)

SUBCONTRACTOR 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 engaged in the physical performance of services under a contract with

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

Employment Eligibility Verification
User Identification Number

By: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 2024.

Notary Public

My Commission Expires:

EXHIBIT C



Office of the City Clerk

Affidavit Verifying Status for City Public Benefit

Instructions: As required by Georgia Security and Immigration Compliance Act of 2006 (Senate Bill 529 - GSICA), every agency administering or providing Public Benefits is responsible for determining U.S. citizenship or lawful alien status of applicants for said benefits. (Ga. Code 50-36-1), any natural person who applies for a state or local public benefit must execute an affidavit concerning the applicant's legal presence in the United States. Any applicant who is the sole owner of a business or the sole member of an LLC and who is either a qualified alien or nonimmigrant lawfully present in the United States is required to execute this Affidavit under oath before a notary public.

By executing this affidavit under oath, as an application for the City of Duluth, Georgia, I am stating the following with respect to my application for the City of Duluth, Check the box that applies.

☐ Business Occupational License/Tax Certificate	☐ Taxi Permit
☐ Alcohol License	☐ Contract with the City of Duluth

Public benefits are defined in the Act by existing federal law, by both 8 USC 1611 and 8 USC 1621. The definition in both laws is:

(A) any grant, contract, loan, professional license, or commercial license provided by an agency of a State or local government or by appropriated funds of a State or local government; and

(B) any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a State or local government or by appropriated funds of a State or local government."

'Public benefit' means a federal benefit as defined in 8 U.S.C. Section 1611, a state or local benefit as defined in 8 U.S.C. Section 1621, a benefit identified as a public benefit by the Attorney General of Georgia, or a public benefit which shall include the following:

Adult education	Loan guarantee
Authorization to conduct a commercial enterprise or business	Medicaid
Business certificate, license, or registration	Occupational license
Business loan	Professional license Registration of a regulated business
Cash allowance	Rent assistance or subsidy
Disability assistance or insurance	State grant or loan
Down payment assistance	State identification card
Energy assistance	Tax certificate required to conduct a commercial business
Food stamps	Temporary assistance for needy families (TANF)
Gaming license	Unemployment insurance
Health benefits	Welfare
Housing allowance, grant, guarantee, or loan	

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, RELATED TO THE **DRUG-FREE WORKPLACE, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:**

1. A DRUG-FREE WORKPLACE will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the contractor shall secure the following written certification:

_____(CONTRACTOR) certifies to the City of DULUTH that a DRUG-FREE WORKPLACE will be provided for the employees during the performance of this contract known as (PROJECT) pursuant to paragraph seven (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

The bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the Work within 90 calendar days.

COMPANY

DATE

SIGNATURE

TITLE

DATE

**ORDINANCE TO AMEND DULUTH CODE
CHAPTER 10.5
PARKS AND RECREATION**

WHEREAS, the Mayor and Council of the City of Duluth desires to make changes to Chapter 10.5 of the City of Duluth Code of Ordinances regarding the use of Unmanned Aircraft Systems (UAS), commonly known as drones;

NOW THEREFORE, the Mayor and Council of the City of Duluth hereby ordains that the Code be amended as follows:

PART I

The Council of the City of Duluth hereby ordains that the Duluth Code of Ordinances is hereby amended by adding Section 10.5-41 as follows:

Sec. 10.5-41 Unmanned Aircraft Systems (UAS)

No person shall make any ascent or descent in any air vehicle, including, but not limited to the operation of an UAS/Drone, on any city-owned or city-operated property, except they are operating under a commercial capacity and have their UAS/Drone Pilot's Certificate readily accessible, or they are operating under an official capacity for an event sponsored by the city. In addition, an exception is permitted if an emergency landing is required. Any person operating an UAS/Drone from city property shall do so in accordance with all applicable, federal, state, and local laws, regulations, ordinances, and guidelines.

Any UAS/Drone belonging to the city, the operator of which is engaged in the performance of his or her duties as an employee of the city, is hereby exempted from the provisions of this chapter.

DULY ADOPTED this 13th day of May, 2024.

Mayor Greg Whitlock

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk



May 13, 2024

Department of Transportation
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

Attn: Maria L. Roux
Asst. Chief Procurement Officer-QA Compliance
Office of Procurement

RE: Adoption of GDOT Procurement Policy for The Procurement, Management and Administration of Engineering and Design Related Consultant Services

The City of Duluth adopted the Georgia Department of Transportation (GDOT) Procurement Policy For The Procurement, Management and Administration of Engineering and Design Related Consultant Services on October 11, 2021. On May 13, 2024, the City of Duluth re-adopted GDOT's procurement policy as requested by GDOT. City staff has read the policy and will abide by the policy for all state and federally funded transportation projects as it pertains to local governments. The City agrees to and acknowledges the following:

1. City agrees to and acknowledges that all personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered. Please provide a list of names of all involved in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements:

Margie Pozin, PE (City staff)

Ken Sakmar (City staff)

Cody Owenby, PE (contract employee)

2. Personnel listed of City involved have read and understand the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50-22-9) that pertain to these services where FAHP funds will be utilized must be followed and adhered to.
3. City understands that only the above listed personnel have been certified to participate in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.
4. City is familiar with the requirements and understands 23 CFR Part 172 and the requirements of 40 U.S.C. 1101-1104 Selection of Architects and Engineers commonly referred to as "The Brooks Act" or Qualification Based Selection (QBS) to include:
 - a. Solicitation process
 - b. Evaluation Factors
 - c. Non-Qualification Evaluation Factors
 - d. Evaluation, Ranking and Selection
 - e. Negotiation
5. City acknowledges and agrees to adhere to the below additional procurement requirements:
 - a. Common Grant Rule 49 CFR Part 18

- b. Georgia DOT's Disadvantaged Business Enterprise (DBE) program
 - c. Suspension and Debarment
 - d. Compliance with Title VI
 - e. Compliance with E-Verify (this is not necessary if state funds are not utilized)
6. City has provided any exceptions to GDOT's Engineering and Design Procurement Policy in a separate document to be approved by the GDOT Office of Procurement.

Signature(s) below agree to the above acknowledgements agreeing to follow GDOT's Procurement Policies and Procedures for engineering and design related services when using FAHP funds, as it applies to local governments certified through GDOT's LAP program.

Mayor Greg Whitlock

AFFIX CITY SEAL HERE:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

ATTEST: _____

Teresa Lynn, Asst. City Mgr/City Clerk



May 13, 2024

Department of Transportation
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

Attn: Maria L. Roux
Asst. Chief Procurement Officer-QA Compliance
Georgia Department of Transportation
Office of Procurement

The City of Duluth affirms that all staff listed in the submitted Letter of Agreement have attended, passed training, and understand that any future staff who will participate in soliciting, facilitating evaluations, conducting negotiations and contract administration must attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

(The below confirmation of understanding must be signed by the person(s) responsible for the authorization of funds should repayment become necessary)

Confirmation Of Understanding:

Please **initial** the below confirming understanding and agreeing to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.

City of Duluth agrees with and confirms:

MSP They have read and understand all rules, regulations and policies and procedures associated with engineering and design procurement:

- 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule
- 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule
- 40 U.S.C. 1101-1104 Selection of Architects and Engineers “**The Brooks Act**”
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- Repayment of Preliminary Engineering Cost (Order 2020.1)
- FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A
- O.C.G.A. 50-22-1 through 50- 22-9
- GDOTs DBE program

- MSP The understanding of Qualification Based Selection 23 CFR 172.7(a)(1) and that price may **NEVER** be used as a selection factor or consideration in the selection process
- MSP That **if** it has adopted GDOT's policies and procedures as outlined in the manual and discussed in class that it will follow all policies and procedures unless exceptions have been requested and approved. City of Duluth agrees with and confirms that while exceptions may be requested for best practices, exceptions to regulatory requirements will not be considered.
- MSP That it will comply with all provisions of 23 CFR 172.5(b) including developing and sustaining organizational capacity and provide the resources necessary for the procurement, management and administration of engineering and design related consultant services.
- MSP That it will comply with all provisions of 23 CFR 172.9(d)(1) by assigning a full-time, public employee as the Responsible Charge who will fulfill inherently governmental activities which include, at a minimum, contract negotiation; contract payment; evaluation of contract compliance, performance, and quality; familiarity with contract requirements and scope; scheduling and attending progress and project review meetings; ensuring costs billed are allowable in accordance with federal cost principles; ensuring costs are consistent with contract terms; evaluating and participating in decisions for contract modifications; documenting contract monitoring activities; and maintaining supporting contract records in accordance with 2 CFR 200.333.
- MSP That only individuals who have attended GDOT's training and passed the test on Procurement, Management, Administration of Engineering & Design Related Services will serve in a role which is decision making and/or which is involved in fulfilling any of the roles necessary in order to complete the full procurement cycle.

Prequalification

City of Duluth agrees with and confirms:

- MSP The understanding of GDOT's prequalification process and its purpose as related to federally funded engineering and design related services.
- MSP That all solicitations will specify the unique required area classes for the Prime Consultant as well as the Team (which includes the Prime and all Sub-Consultants) to ensure appropriate responses on all federally funded projects utilizing federal funds.
- MSP The prequalification certificates will be required in the solicitation to be submitted for the Prime and all Team to verify awarded consultant meets all required area classes and has current prequalification.

Development

City of Duluth agrees with and confirms:

- MSP Scope(s) of services will be drafted with as much detail (which makes it clear, complete and logical) as possible and organized in the order in which services will be completed.
- MSP Understanding that the level of detail required in the scope will be determined by the contract type. On-Call and Multi-Phase Project Specific contracts can have more generic and all-inclusive scopes however, project specific contracts must include all services necessary to complete the entire project.
- MSP It will not require the Prime Consultant to be pre-qualified in excessive area classes which could be covered by the team and recognizes that doing so would limit competition and risk not meeting the requirement in 23 CFR 172.7(a)(1)(iv)(D) of the minimum of three responses.
- MSP Solicitations will ensure that area classes and scope are related and that there is associated scope for every area class required.
- MSP Area Classes and/or Scope which is not included in the Solicitation prior to its closing are not eligible to be added later.
- MSP Solicitations will identify the Project Manager and Key Team Roles for which resumes must be submitted to allow the Selection Committee to evaluate qualifications in order to determine the most qualified team in accordance with the allowable Qualification Based Selection (QBS) Selection Criteria.
- MSP The understanding of the three procurement methods used in procuring engineering and design services. 23 CFR 172.7(a) – Qualification Based Selection, Small Purchases, and Noncompetitive.
- MSP The understanding of the three contract types used in procuring engineering and design services. 23 CFR 172.9(a) – Project Specific; Multi-Phase Project Specific; Indefinite-Delivery Indefinite Quantity (On-Call)
- MSP The understanding of the payment method(s) associated with engineering and design procurements. 23 CFR 172.9(b) – Cost Plus Fixed Fee; Lump Sum; Cost Per Unit of Work; Specific Rates of Compensation
- MSP Each Solicitation will indicate contract and payment types.
- MSP Each Solicitation will include the selection criteria and associated weights in solicitation.
- MSP Each Solicitation will include only qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii) – Technical Approach; Work Experience; Specialized Expertise; Professional Licensure; Staff Capabilities; Workload Capacity; Past Performance.
- MSP Each Solicitation will include only non-qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii)(D) – Local Presence and Participation of Disadvantaged Business Enterprises.
- MSP Non-Qualification Based Criteria cannot exceed ten (10) percent of the overall evaluation as outlined in 23 CFR Part 172.7.(a)(1)(iii)(D).

MSP DBE goals must be consistent with GDOT's current DBE goal or must be approved in advance by GDOT's Office of Equal Employment Opportunity (EEO) for the utilization of Federal-Aid Highway Program Funds.

Advertisement 23 CFR 172.7(a)(1)(i)

City of Duluth agrees with and confirms:

MSP It has published the solicitation as required by state law to the Georgia Procurement Registry.

MSP Understanding of the State of Georgia requirement to post solicitation in two (2) phases and understands posting time frames of a minimum of 15 days for Phase 1 (in accordance with O.C.G.A. 50-22-3) and a minimum of 14 days for Phase 2 (for the Technical Approach in accordance with 23 CFR 172.7(a)(1)(ii)(G))

MSP If adopting GDOT policies and procedures, it understands posting requirements of GDOT.

MSP That all posting requirements will be met.

MSP It can provide link to the Georgia Procurement Registry for all federally funded procurements for engineering and design services for the last three (3) years.

MSP Solicitation Posting will identify the appropriate NIGP codes to obtain adequate competition – minimum of 31842-Engineering Consulting; 91843-Environmental Consulting; 91896-Transportation Consulting; 92513-Bridge Engineering; 92517-Civil Engineering; 92533-Professional Engineer Services; 92535-Environmental Engineering; 92536-Engineering Services.

Evaluation 23 CFR 172.7(a)(1)(iii) - 23 CFR 172.7(a)(1)(iv)

City of Duluth agrees with and confirms:

MSP It understands the role and responsibilities of the Selection Committee.

MSP All members of the selection committee are qualified as per FAR 36.602-2

MSP All selection committee members have been provided with training and instructions on how to provide scores and comments.

MSP Evaluations will be conducted in two (2) phases.

MSP Phase 1 evaluations will result in the shortlist to begin Phase 2.

MSP Individual scores **and** comments will be documented for Phase 1, unless the Selection Committee discusses all firms and Selection Committee comments and Scores are provided for all Respondents.

MSP Phase 1 **and** Phase 2 selection committee meetings will be held and will be documented with Phase 1 and Phase 2 committee scores and comments.

MSP Upon request, individual and selection committee Phase 1 **and** Phase 2 scores and comments can be provided.

Negotiations 23 CFR 172.7(a)(1)(v)

City of Duluth agrees with and confirms:

MSP Professional services contracts and Consultant Services Contracts are to be procured as specified in the Federal Brooks Act, 40 U.S.C 1104(a).

MSP It can provide the scope of the contract and a supporting task list to start negotiations.

MSP An Independent Estimate, which will include an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee, will be completed by a qualified individual as per 23 CFR 172.7(a)(1)(v)(B) and obtained prior to receiving consultants cost proposal and beginning negotiations.

MSP That Consultant Cost Proposals will be requested only after completion of the Independent Estimate and that both the Independent Estimate and consultant cost proposal will be available for review upon request.

MSP Understanding of the different elements of contract costs which must be considered during negotiations and include the Independent Estimate, Indirect Cost Rates (Overhead), Direct Salary or Wage Rates, Fixed Fee, Other Direct Costs, and Sub-Consultant/Vendor Costs.

MSP Understanding of the Process of Negotiations to include scoping meeting between PM and Consultant team, identification of required tasks/preparation of task list, providing task list to consultant team, agency team preparing hours for task list, agency team identifying appropriate labor classes, consultant team preparing hours for task list, consultant team identifying appropriate labor classes, agency and consultant teams sending required documents to negotiator, negotiator reviewing hours and labor classes and determining where differences are greater than 10% variance in hours, holding negotiations meetings to resolve differences, determining the payment method (of those listed in the solicitation as options), applying consultant direct salary/wage rates and indirect costs to determine preliminary costs, negotiating and applying other direct costs, agreeing upon final costs.

MSP Understanding of the different elements which may require negotiations.

MSP Understanding of the tools which GDOT uses for negotiating and either uses the same or similar tools which provide the same level of information in order to document negotiation activities in accordance with 23 CFR 172.7(a)(1)(v)(E).

Award

City of Duluth agrees with and confirms:

- MSP Understanding of the award process including the preparation and approval of the selection package.
- MSP Understanding and inclusion of all required contract provisions as required by 23 CFR 172.9(c).
- MSP Understanding and compliance with all of the requirements for preparing and maintaining all award documentation
- MSP Understanding and compliance with notifications being posted to the Georgia Procurement Registry.

Contract Administration 23 CFR 172.9

City of Duluth agrees with and confirms:

- MSP All contract provisions have been included in the contract in accordance with 23 CFR 172.9(c).
- MSP The understanding and compliance with assigning a **Responsible Charge** who is a fulltime, government employee - 23 CFR 172.9(d).
- MSP The understanding and compliance with the requirement for Performance Evaluations in 23 CFR 172.9(d)(2), and that these performance evaluations will be used in making future selection decisions.
- MSP All modifications 23 CFR 172.9(e) made to agreements after execution of contracts will be documented and be provided upon request. All modifications will be in accordance with the solicitation in regards to scope, area classes, contract types, payment methods, etc.
- MSP Any modifications will be negotiated in the same manner and formality as the original agreements.
- MSP Notices to Proceed (NTP) will be issued which will serve to document the first day when work is authorized to begin and when charges are eligible for billing to the project.
- MSP Stop Work Notices will be issued which will serve to document the last day when work is authorized to occur and when charges must cease to the project.

Additional Confirmation

City of Duluth agrees with and confirms:

- MSP The understanding of:
- Disadvantaged Business Enterprise (DBE) 23 CFR 172.7(b)(2)
 - Suspension and Debarment 23 CFR 172.7(b)(3)
 - Conflict of interest requirements 23 CFR 172.7(b)(4)
 - Consultant Services in Management Support Roles 23 CFR 172.7(b)(5)

Please keep in mind this is only for the remainder of the current certification. The city/county is still required to complete the procurement portion of the application when recertifying at which time they will either be APPROVED or DENIED based on the application.

Mayor Greg Whitlock

AFFIX CITY SEAL HERE:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

ATTEST: _____

Teresa Lynn, Asst. City Mgr/City Clerk

State of Georgia
Department of Transportation
Office of Procurement

Procurement Manual

For The Procurement, Management and Administration of Engineering and Design Related Consultant Services

6/20/2016
600 West Peachtree Street N.W.
Atlanta, GA 30308
Ver. 1



GEORGIA DEPARTMENT OF TRANSPORTATION

PROCUREMENT MANUAL

FOR THE PROCUREMENT, MANAGEMENT AND ADMINISTRATION OF ENGINEERING AND DESIGN RELATED CONSULTANT SERVICES



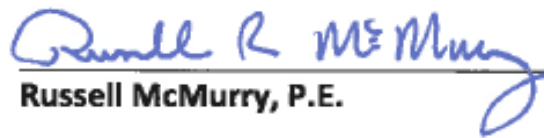
Approved by FHWA

Approved by GDOT



Rodney Barry, P.E.

Georgia Division Administrator
Federal Highway Administration

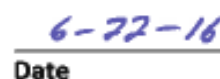


Russell McMurry, P.E.

Georgia Department of Transportation
Commissioner



Date



Date



U.S. Department of Transportation
Federal Highway Administration



Georgia Department of Transportation

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Acronyms

A&E	Architectural and Engineering
AASHTO	American Association of State Highway and Transportation Officials
AMRL	AASHTO Materials Reference Laboratory
CFR	Code of Federal Regulations
CO	Contract Officer
CPM	Consultant Pre-qualification Manual
CS	Contract Specialist
DBE	Disadvantaged Business Enterprise
DLC	Direct Labor Cost
DOAS	Department of Administrative Services
EC	Categorical Exclusion
EEO	Equal Employment Opportunity
EIS	Environmental Impact Study
FAHP	Federal-Aid Highway Program
FHWA	Federal Highway Administration
GDOT	Georgia Department of Transportation
GPR	Georgia Procurement Registry
IDIQ	Indefinite Delivery/Indefinite Quantity (On-Call)
LPA	Local Public Agencies
NIGP	National Institute of Governmental Purchasing
NTF	Notice to Finalists
NTP	Notice To Proceed
O.C.G.A	Official Code of Georgia Annotated
PAR	Practical Alternative Report
PDP	Plan Development Process
PM	Project Manager
PNA	Public Notice Announcement
PRF	Procurement Requisition form
PTIP	Project Team Initiation Process
QBS	Qualification Based Selection
R/W	Right of Way
RFQ	Request for Qualifications
SAM	System For Award Management
SAT	Simplified Acquisition Threshold
SME	Subject Matter Expert
SOQ	Statement of Qualifications
SUE	Subsurface Utility Engineering

TSP	Transportation Services Procurement
VE	Value Engineering

Purpose

The purpose of the Transportation Services Procurement (TSP) Manual is to develop policies and procedures in accordance with the requirements set by the Federal Highway Administration (FHWA) in 23 CFR Part 172, Procurement Management, and Administration of Engineering and Design Related Services. The manual will adhere to these procurement rules and regulations as well as those set by the State of Georgia and Georgia Department of Transportation (GDOT) Policy 4020-1 to provide guidance for engineering and design related consultant services procured by the Office of Procurement's TSP Section. The manual will provide requirements for local governments (Local Public Agencies – LPAs) for engineering and design related consultant services procurements when utilizing Federal-Aid Highway Program (FAHP) Funds. The purpose of the requirements in 23 CFR 172 are to ensure that a qualified consultant is obtained through an equitable qualifications-based selection (QBS) procurement process accomplished in a timely manner at a fair and reasonable cost.

This manual will be updated on a periodic basis, as prescribed in GDOT Policy 4020-1 to reflect changes in guiding federal and state regulations, and any other changes that may affect methods of procurement covered by this manual. This manual, and all subsequent revisions, shall be approved by FHWA in accordance with 23 CFR 172.5(c) written policies and procedures.

Overview

TSP serves as the procurement entity for all engineering and design related consultant services for GDOT. TSP is responsible for coordinating all engineering and design related consultant services procurement activities once a valid procurement requisition is received. The procedures set forth in this manual are designed to provide GDOT and LPAs, using federal funds for contracted engineering and design related consultant services, the required methods for acquiring those services. These procedures incorporate the required regulatory practices, as well as procurement industry best practices, determined to be most appropriate for GDOT. Due to federal funding of services, the majority of procurements will require adherence to federal regulations. For consistency of process and adherence to best practices, GDOT will generally follow the same procedures required for federally funded procurements when procuring non-federally funded services. Federal requirements may be waived for non-federally funded services if a clear advantage to the State can be demonstrated and so long as procurement regulations outlined in Official Code of Georgia Annotated (O.C.G.A.) 50-22-1 through 50-22-9 are complied with in full.

Guiding Regulations

GDOT operates under the authority of the O.C.G.A. Title 32 Highways, Bridges, and Ferries, Chapter 2. Department of Transportation, for the procurement of goods and services required for the construction and maintenance of roads and bridges and any services ancillary to such work. For the procurement of engineering and design related consultant services which utilize FAHP funds, the following regulations are also applicable:

Federal Laws and Regulations

- 23 U.S.C 112, Letting of Contracts
- 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule
- 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule
- 40 U.S.C. 1101-1104 Selection of Architects and Engineers “The Brooks Act”
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- Moving Ahead for Progress in the 21st Century Act (MAP-21)
- Repayment of Preliminary Engineering Cost (Order 2020.1)
- FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A
- FHWA Policy of Permissible Project Related Activities during the National Environmental Policy Act (NEPA) Process Order 6640.1A

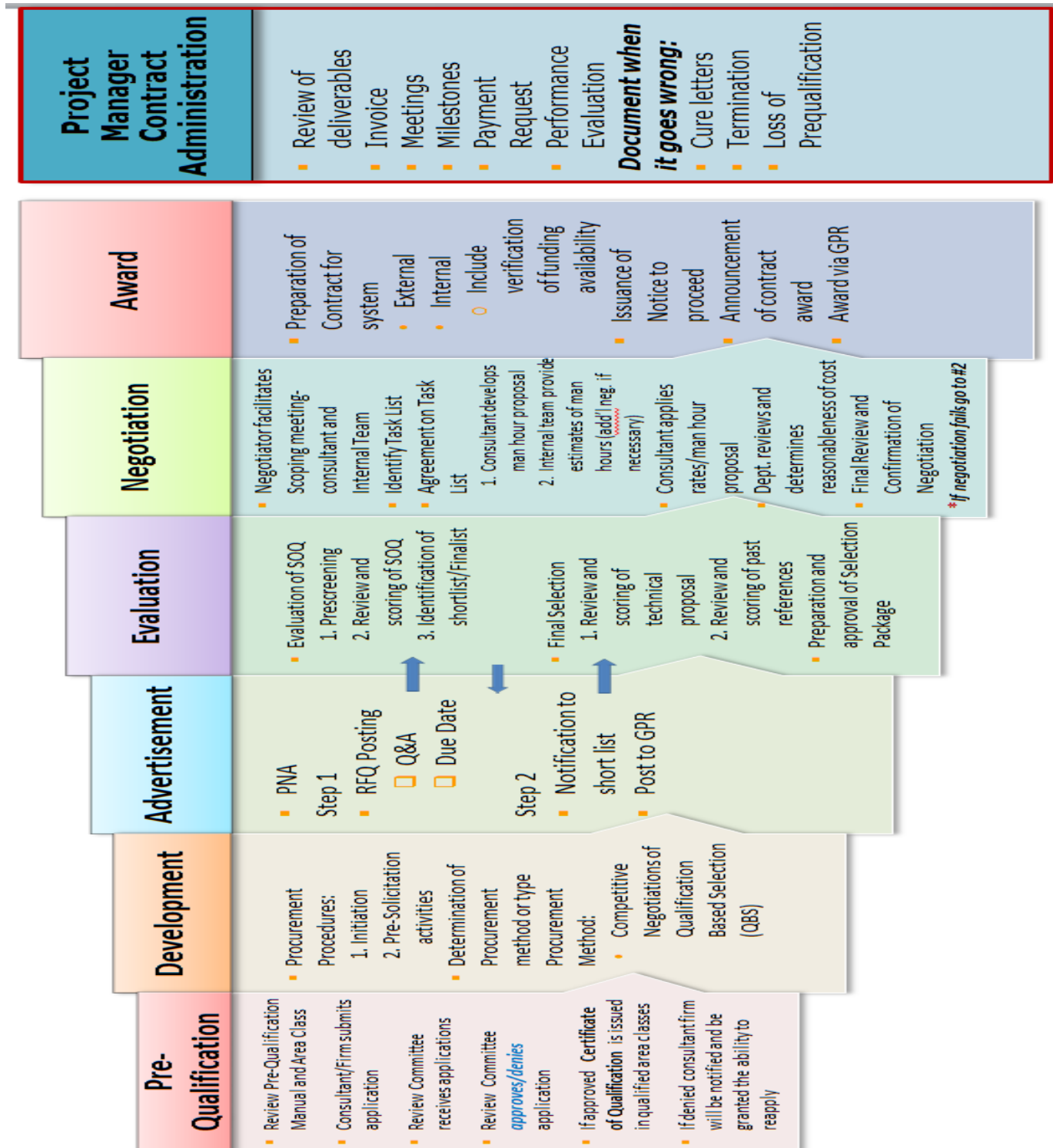
State Regulations

- O.C.G.A. Title 32. Highways, Bridges, and Ferries, Chapter 2. Department of Transportation
- O.C.G.A. Title 50. State Government, Chapter 22. Managerial Control Over Acquisition of Professional Services
- O.C.G.A. Title 43. Professions and Businesses, Chapter 15. Professional Engineers and Land Surveyors

Introduction

This manual is arranged in the seven (7) stages of engineering and design related services procurement. The organization of the seven stages occurs in a logical progression in the order that each stage is required to be performed. The seven (7) stages are discussed in detail in this manual and should provide readers/users of the manual with a step by step guide to the engineering and design related consultant services procurement process. The seven stages are as follows:

THE SEVEN STAGES OF ENGINEERING AND DESIGN RELATED SERVICES PROCUREMENT



Stage 1-Pre-qualification

Pre- Qualification

- Review Pre-Qualification Manual and Area Class
- Consultant/Firm submits application
- Review Committee receives applications
- Review Committee *approves/denies* application
- If approved **Certificate of Qualification** is issued in qualified area classes
- If denied consultant firm will be notified and be granted the ability to reapply

In accordance with 23 CFR Part 172, GDOT requires engineering consultants to be qualified for the work they are proposing to perform. It is GDOT's policy to procure all consultant professional services from consultants pre-qualified by GDOT. However, it should be noted that the pre-qualification process is not, nor does it substitute for a valid procurement process. This process is a key step in procuring engineering and design related services. This pre-qualification process governs the minimum qualifications of professional engineering consultants that perform design and any related work for GDOT including firms providing other ancillary services such as; Transportation Planning, Mass Transit Operations, Highway Design Roadway, Highway structures, Topography, Soils, Foundation & Materials Testing, Construction and Erosion and Sedimentation Control, to support design work that directly leads to construction. GDOT has made its Consultant Pre-Qualification Manual available on its website

(<http://www.dot.ga.gov/PartnerSmart/Business/Prequalification/Documents/ConsultantPrequalificationManual.pdf>), which further describes the process to obtain prequalification.

1.1 Pre-Qualification Process

Consultants are required to submit a pre-qualification application

(<http://www.dot.ga.gov/PartnerSmart/Business/Prequalification/Documents/PrequalificationApplication.pdf>) via e-mail to consultants_prequals@dot.ga.gov mailbox. This application must be submitted along with the Employee Qualifications Sheet selecting the area class(es) being requested. Applications to be qualified by GDOT shall be submitted using forms and procedures established by the Department.

1.1.1 Pre-qualification will be required in accordance with the below:

- a) Certified consultants who desire to maintain qualification are required to submit a renewal application every three (3) years.
 - 1) The application shall be submitted three (3) months prior to the anniversary of the initial/current qualification for Class of Work.
 - 2) All changes of personnel, updated work experience for all key personnel, and any other information requested must be submitted with the application.
- b) If additional area classes are requested during the three (3) year period, an updated certificate will be provided indicating the date of update. However, the expiration date of the original certificate shall prevail regardless of when the updated area classes are added.

1.1.2 Review of Pre-qualification Application

The consultant's application shall be examined by the Pre-qualification Committee to determine the consultant's ability to perform one (1) or more of the area classes of work. Refer to the Consultant Pre-qualification Manual (CPM) for a list of [Area Classes](#) and qualification requirements:

- a) GDOT will issue a ***Certificate of Qualification*** with an expiration date three (3) years from the first month in the calendar year in which the consultant is determined to be qualified.
- b) Should the consultant be dissatisfied with the decision of the Committee concerning the assigned area class(es) of work, the consultant may file an appeal. Consultants may file an appeal within 30 days of receiving the committee's decision by e-mail.

1.2 Appeal/Suspension Process

Should the consultant be dissatisfied with the decision of committee as to the assigned area class(es) of work, the consultant may file an appeal of the decision with the committee. An appeal of the committees' decision will follow the same procedures as a suspension of certification.

During the course of providing services consultants may be subject to suspension or revocation of the pre-qualification status for a variety of reasons, including but not limited to loss of staff, loss of certifications for staff, unacceptable performance evaluation, failure to maintain an adequate accounting system, suspension as defined in the Federal Acquisition Regulations (FAR), and adverse actions taken by the Office of Secretary of State, and/or State Board of Registration for Professional Engineering and Land Surveyors.

Should consultants be subject to suspension or revocation of their pre-qualification status, GDOT will notify the consultant in writing that their qualification status has been revoked or suspended and cite specific reasons why the action has taken place. Once the notification is received, the consultant has the following options:

If a consultant wishes to appeal, they should make a formal appeal, in writing to the chairperson of the Pre-qualification Committee within thirty (30) days of receiving the committee's decision by e-mail, including all of the documentation to be considered. The committee shall provide the firm written notice of its decision within twenty-one (21) calendar days of receipt of the appeal. If the decision of the committee supports the original judgment of the Consultant Pre-qualification Committee, the consultant will not be allowed to reapply for pre-qualification in the area class for a period of no less than one (1) year from the effective date in the notification letter unless the Pre-qualification Committee determines a shorter period is warranted. The decisions of the committee shall be final.

If a firm on revocation or suspension wishes to be reinstated in any or all area classes, it shall submit a Plan of Correction to GDOT no less than three (3) months before possible reinstatement. The firm shall submit documentation showing the corrective measures implemented. The committee shall review the firm's documentation along with any additional documentation from on-going deliverables and make a determination to reinstate area class(es) or extend the revocation or suspension.

If the consultant's pre-qualification certification expires during the revocation or suspension period, they can only reapply after the period has ended. If an application of renewal is submitted, it must include a copy of their corrective plan that was reviewed and approved by GDOT.

If a consultant is reinstated after a period of suspension or revocation and a second suspension or revocation is issued, the consultant shall become ineligible for the area class(es) for a minimum of three (3) years and possibly indefinite, depending on the severity of the violation.

1.3 Pre-qualification Utilization in Procurement Process

GDOT utilizes the pre-qualification status of consultants during the procurement process to ensure that prime consultants and their sub consultant team members are qualified to perform the anticipated services. Each procurement will contain area class requirements which must be held by the prime consultant as well as those which may be held by sub consultants. Consultants responding to solicitations will be required to provide the Pre-Qualification Certificates of the prime and sub consultants which demonstrate compliance with the area class requirements. If any consultant desires to respond to a procurement opportunity and does not hold a required area class at the time the procurement is advertised, they will be allowed to proceed in the procurement process so long as they provide evidence (in the Statement of Qualifications response) of submission of the area class application to the Pre-Qualification Committee two (2) weeks prior to the closing date of the procurement. Consultants and/or sub consultants who do not have the area class(es) approved three (3) weeks after the closing date of the procurement, shall be ineligible for award. Consultants and their sub consultant team members, responding to a procurement without the required area class(es) and no evidence of submission of the application are provided, shall be ineligible to proceed in the process.

Stage 2-Development

Development

- Procurement Procedures:
 1. Initiation
 2. Pre-Solicitation activities
- Determination of Procurement method or type
Procurement Method:
 - Competitive Negotiations of Qualification Based Selection (QBS)

The section will detail the requirements for developing GDOT procurement opportunities for engineering and design related services. The following stage lists the policies and procedures TSP follows when procuring these services.

2.1 Development Activities

During the Development stage, it is the responsibility of the Project Manager (PM) to define the overall services required and the specific tasks associated (commonly referred to collectively as the “scope”). There are several activities involved, which include but are not limited to:

2.1.1 Project Team Initiation Process (PTIP)

PTIP is a process through which GDOT’s PMs and assigned subject matter experts (SMEs) from each SME office meet regarding the services and associated scope required to see a project through construction. During PTIP, the PM and SMEs will review the project and determine in as much detail as necessary what the scope of the project will entail. One of the major decisions which will be made is whether or not the project scope will be completed with GDOT staff or whether it will be outsourced to a consultant firm which is prequalified in one or more area classes. This decision will be based on a variety of factors, including but not limited to whether or not GDOT has the technical expertise to perform the work and whether or not GDOT’s staff has the capacity to perform the work anticipated. During this process, the PM and SMEs will determine the required area class(es)

for the prime and sub consultants, as well as determine the anticipated tasks and necessary level of effort required to complete the work and independent estimate.

2.1.2 Projects/Contracts Not Requiring PTIP

Project specific contracts for non-design work, indefinite delivery/indefinite quantity (On-Call) contracts, and contract modifications may not be discussed in the PTIP process. During the Pre-Solicitation process for these types of procurements, the Contract Specialist (CS) will work with the PM and SMEs to determine the scope and required area class(es) for the prime and sub consultants.

2.1.3 Preparation of Scope

The PM and SMEs will draft the scope of the project with as much detail as possible. The draft should be organized in a linear and progressive manner consistent with the order in which services should be completed. Since this scope may be utilized by GDOT's staff, (in the event GDOT's staff perform the services), or in a contract with a consultant, it should be organized utilizing standard outline format as indicated below:

- I. Introduction
 - A. Lead In
 - B. Establish the High Level Service to be provided
- II. First Scope Item to be Performed
 - A. Supporting detail #1
 - B. Supporting detail #2
 - 1. Sub-Point #1
 - 2. Sub-Point #2
 - a. Item #1
 - b. Item #2
 - 1) Detail #1
 - 2) Detail #2
- III. Second Scope Item to be Performed
 - A. Supporting detail #1
 - B. Supporting detail #2
 - 1. Sub-Point #1
 - 2. Sub-Point #2
 - a. Item #1
 - b. Item #2

The scope for every solicitation and resulting contract will be different; however, following a standard outline format will assist in helping to organize similar items together. This format is one tool that the Office of Procurement utilizes to ensure some standard of organization is consistent across all solicitations and contracts.

2.1.4 Selection of Appropriate Area Classes

During the PTIP process, the PM and SMEs should review the area classes listed in the Pre-qualification Manual and identify the area classes which the prime consultant must hold as well as the area classes which are acceptable for any team member to hold (prime or sub consultant team member). It is extremely important that the PM and SMEs are careful when selecting area classes which only the prime consultant can meet as this may limit competition. As more area classes are required of the prime consultant only, the potential pool of consultants who can qualify is reduced.

Area classes required of the prime consultant should be limited to those area classes' needed to complete the work.

Developing the area class list requires close review of the project during the PTIP process to ensure that the area classes associated with all services which may be required are included. This is critical to ensure that there is prequalified team members which can perform any service required in order to complete the project.

2.1.5 Identify Key Team Roles to be considered in Evaluation/Scoring

The CS, PM and SMEs will determine which key team roles they deem pertinent to the scope of the project/contract being procured. Generally, this will include the PM as well as others identified based on the scope of the project and should focus on those areas where it is important to determine if an individual is qualified to provide the services desired.

2.2 Procurement Procedures

The recommended procurement procedures set forth in this section are designed to assist GDOT PMs (and LPAs) in acquiring needed professional services to complete project needs. Since QBS selection procedures will constitute the majority of procurements, QBS will be the focus of these procedures. Additional or different procedures will be noted for Simplified Acquisition or Non-Competitive Negotiation.

An experienced CS should manage the overall process to procure contracts for these services. The CS is responsible for procurement schedule coordination, SOQ distribution, evaluation tools and documents, and meeting facilitation (including receipt of SOQs, evaluation meetings, and interviews). In addition, the CS is the sole point of contact for interested consultants and prospective proposers from the advertisement of the procurement opportunity through the announcement of contract award. This role as the single point of contact for all communications during the procurement process is extremely important for several reasons:

- 1 It helps maintain the integrity of the procurement process.
- 2 It reduces the risk of undue influence or pressure on GDOT and the Selection Committee.
- 3 It maintains a consistent and orderly flow of information at the appropriate time and in the appropriate manner.

The following items are essential elements and tasks of the procurement process. They are arranged in the suggested order in which they should be completed. Basic instructions for completing these tasks are included. These are generally intended to be applicable to consultant selection efforts, but some projects may require different tasks and instructions.

2.3 Initiation

To begin the process for procuring consultant services, the requesting office must submit a Procurement Requisition Form (PRF). The form should be filled out and signed by the PM, the requesting office head, and the applicable division director then scanned, and sent via e-mail to the [TSP](#) mailbox. Careful attention must be paid to completing the required information on the form including:

- a) Complete all contact information
- b) The purpose of the requested solicitation
- c) Project Identification number (PI# - if applicable)
- d) Brief work description

- e) What skills, knowledge, resources, etc, are needed but not available internally which necessitates outsourcing?
- f) Can this service be performed in-house by cheaper means?
- g) Estimated/allotted costs and time duration

For each new advertisement, TSP will review and obtain approval of the Chief Engineer prior to beginning procurement activities. TSP will assign a CS who will then contact the PM to begin procurement procedures.

2.4 Pre-Solicitation Activities

The CS will meet with the PM to determine needed information to prepare and post an advertisement for the desired services. Major discussion points include:

2.4.1 Determine Procurement Methods and Procedures

The CS will discuss the services to be procured with the PM and determine which procurement method outlined in 23 CFR Part 172.7, entitled Procurement Methods and Procedures (as detailed herein), will be the best method for procuring the desired services. Such determination may be dependent on whether or not the services are related to the construction of a project utilizing FAHP funds, the estimated cost of the services, and whether or not it is feasible to award by competitive negotiations or simplified acquisition. With the exception of the standard process for Competitive Negotiations/QBS, the CS shall document the reasoning for the procurement method decision in the procurement file.

2.4.1.1 Procurement Methods

GDOT will use the following procurement methods:

a) Competitive Negotiations or Qualifications Based Selection (QBS)

QBS is a type of selection for services that intentionally avoids giving any weight to any proposed fee for those services. That is not to say that fees are unimportant. Fees have an important role to play in the contracting process, only not in the “selection” process. Instead, QBS allows consultants to initially compete solely upon their qualifications and demonstrated expertise (and additional QBS and allowable non-QBS criteria outlined in 23 CFR Part 172.7(a)(1)(iii)(A) and 23 CFR Part 172.7(a)(1)(iii)(D) respectively. The contract is awarded to the consultant deemed to be the most qualified, without consideration of cost or fee. Weighted criteria are used to evaluate qualification-related factors in the selection. An actual contract award is subject to successful cost negotiation with the proposer.

b) All GDOT Engineering and Design Related Services procurements will require QBS process with the following exceptions:

1. Small Purchase/Simplified Acquisition

As allowable in 23 CFR Part 172.7(2), a relatively simple and informal procurement method where an adequate number of qualified sources are reviewed may be utilized, where the total contract cost does not exceed the

simplified acquisition threshold (SAT) for federal purchases not to exceed \$150,000 (2 CFR part 200) or for state purchases not exceeding \$75,000 (O.C.G.A. § 50-22-7 (d)). GDOT will always adhere to the more restrictive state limitation of \$75,000 for simplified acquisition. *Contract requirements should not be broken down into smaller components to permit the use of small purchase requirements. The full amount of any contract modification or amendment that causes the total contract amount to exceed the established SAT is ineligible for Federal-Aid funding. The FHWA may withdraw all Federal-aid funding if the contract is amended above the applicable established SAT. The procurement method to be utilized would be consistent with QBS criteria allowable under 23 CFR Part 172.7(2) and O.C.G.A. 50-22-4.

2. Non-Competitive Negotiations

Non-competitive negotiations may be used when it is not feasible to award by competitive negotiations or simplified acquisition and are limited to the following:

- a) The service is available from only a single source.
- b) An emergency that will not permit the time necessary to conduct competitive negotiations.
- c) After solicitation of a number of sources, competition is determined to be inadequate.

GDOT must submit justification to FHWA and receive approval before using this method of contracting for any contract utilizing federal funds. The only exception to this would be in the event of an emergency purchase where it is not feasible to obtain approval prior to performing work. In this event, GDOT would proceed with the work and gather the information necessitating the emergency purchase and submit to FHWA as soon as practical.

If a project is to be funded exclusively with state funds and if a consultant has previously worked on the project, GDOT may enter into contract with that consultant without competition if the provisions of O.C.G.A 50-22-7(a) apply. The PM must certify that the consultant has significant previous work on the project that may be reused and that the scope of the project has not significantly changed or expanded.

2.5 Determine Contracting and Payment Method

The CS will discuss various contracting options with the PM to determine which contracting method most appropriate for the services being procured. The two major decisions for contracting methodology are the Contract Type and Payment Method:

2.5.1 Contract Type

Based on the description of each contract type below, the CS shall determine the appropriate contract type to utilize and ensure the RFQ specifies the contract type anticipated to contract for the solicited services in accordance with 23 CFR Part 172.9:

2.5.1.1 Project Specific

A contract between the contracting agency and consultant for the performance of services and defined scope of work related to a specific project or projects. With

this contract type, the entire scope can be determined and negotiated in a single phase/contract.

2.5.1.2 Multi-Phase Project Specific

A Multi-Phase project specific contract is where the defined scope of work is divided into phases which may be negotiated and authorized individually as the project progresses. With this contract type, there are many unknowns and it is not possible to identify all work which must be performed at the time of negotiations and therefore, the work is negotiated and authorized in separate phases(s).

2.5.1.3 Indefinite Delivery Indefinite Quantity (IDIQ) – ON Call

A contract for the performance of services for a number of projects (which are unknown at the time of selection) for performance of smaller projects or for performance of routine or specialized services on a number of projects, under task or work orders issued on an as-needed or on-call basis, for an established contract period (which shall not exceed a maximum of five (5) years).

2.5.2 Payment method

Based on the description of each payment type below, the CS and PM will discuss the request and will determine the appropriate payment method. A single contract may contain different payment methods as appropriate for compensation of different elements of work. Each RFQ shall specify the method(s) of payment anticipated to contract for the solicited services in accordance with 23 CFR part 172.9:

2.5.2.1 Cost Plus Fixed Fee

This payment method shall be utilized when the scope of work is fairly well defined but the total engineering effort required to complete the work cannot be estimated precisely. These contracts pay a pre-determined fee that was agreed upon at the time of contract negotiations.

2.5.2.2 Firm Fixed Price/Lump Sum

This payment method shall only be used when the extent, scope, complexity, character and duration of the work required has been established to a degree that is fair and reasonable and the total cost can be determined at the time of negotiations. ****Note:** When the method of payment is other than firm fixed price/lump sum, the contract shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.

2.5.2.3 Cost per Unit of Work

The consultant shall be reimbursed for work and services completed at a pre-negotiated rate based on the Unit of Work cost. The Units of Work could be routinely used, recurring and would not necessitate multiple negotiations. The Negotiations for each unit of work will be conducted in the same manner whereby the level of effort for each unit of work is estimated independently by the PM and consultant.

2.5.2.4 Specific Rates of Compensation

This provides for reimbursement on the basis of direct labor hours at specified fixed hourly rates plus any direct expenses or costs, subject to an agreement maximum amount. This payment method would only be utilized when it is not possible at the time of procurement to estimate the extent or duration of the work or the estimated cost with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to contracts or components of contracts for specialized or support type services where the consultant is not in direct control of the number of hours worked, such as construction engineering and inspection. When using this payment method, GDOT shall manage and monitor the consultant's level of effort and classification of employees used to perform the contracted services. The consultant would only be paid for the actual work completed.

****Note:** Cost plus percentage of cost and percentage of construction cost methods of compensation shall not be used.

2.6 Develop Request for Qualifications (RFQ)

The PM must collaborate with the CS to establish the elements required for the RFQ Advertisement. The PM and CS may enlist the help of the Selection Committee, to develop some of the required elements. This is especially appropriate for particularly complicated solicitations where the Selection Committee may be comprised of specialized subject matter experts. Key components of the RFQ are as follows:

- a) Identify any special provisions or contract requirements associated with the solicited services;
- b) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals, since these shall not be considered in the evaluation, ranking, and selection phase; and
- c) Provide an estimated schedule for the procurement process and establish a submittal deadline for responses to the RFQ that provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 calendar days from the date of issuance of the RFQ.

2.6.1 Scope

Consulting services for a project can be comprehensive or can be limited to select services. The PM will collaborate with the CS to refine the scope for inclusion in the RFQ document. The scope should follow the format previously discussed in Section 2.1.3. The PM should develop a comprehensive scope prior to requesting the procurement of consulting services. Emphasis should be placed on ensuring the scope and technical requirements are clear, accurate, and detailed to the extent practical. The scope should detail the purpose and describe the project, the services to be performed, deliverables to be provided, estimated scheduled for performance, and applicable standards, specifications and policies. It should be noted that as much attention as possible should be paid to detailing all requirements because scope items not included in the advertisement cannot be added to the contract later per 23 CFR Part 172.

2.6.2 Area Class Requirements

CS will work with PM to finalize area classes for the prime consultant and the Sub consultant Team Members. Engineering and design related services for which GDOT requires pre-qualification will have minimum area class requirements that the prime consultant or sub consultants must hold to

accomplish the desired scope of services. The CS and PM must ensure that each required scope item has corresponding area classes identified as mandatory.

Normally a set of minimum area class requirements will be specified that a prime consultant must meet in order to be further evaluated and ranked. The prime consultant will generally be required to be prequalified in the area classes representing predominate work areas for the solicited project. Typically, area class requirements for related services may be fulfilled by the prime or sub consultant Team Members.

2.6.3 Pre-Established Evaluation Criteria

The evaluation criteria must be identified in each RFQ and will be used in the evaluation, ranking, and selection of consultants to provide the desired services. For QBS selections, price or cost is specifically prohibited from use as selection criteria since it is not an element of the qualifications of the consultant. Likewise, a requirement that the consultant be in-state or local preference shall not be used as a factor in the evaluation, ranking, or selection phase as these do not demonstrate qualifications of the consultant to do the work and is not allowable. GDOT has reviewed the allowable QBS and Non-QBS criteria and has established usual evaluation criteria to include:

2.6.3.1 Identify Key Team Leaders

CS will work with PM to finalize key team leaders. Each solicitation will require a PM as mandatory and therefore this is not a Key Team Leader and should not be included in this section. Each Key Team Leader identified will result in resumes being submitted in the SOQ package and the evaluation for qualifications and experience will be based on these resumes. The major categories of services should be identified. Each major category identified (i.e. design, bridge, environmental, traffic operations, utilities, etc.) should dictate the required Key Team Leaders.

2.6.3.2 Project Manager, Key Team Leader(s) and Prime's Experience and Qualifications

Usual criteria related to the PM, Key Team Leaders, and prime's experience and qualifications are as follows:

a) PM and Key Team Leaders

Information is provided pertaining to the PM and key team leaders, including but not limited to:

1. Education.
2. Registration.
3. Relevant engineering experience.
4. Relevant project management experience for projects of similar complexity, size, scope, and function.
5. Relevant experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process (PDP, Design Policy, Environmental Procedures Manual, etc.).

Prime Experience

Information is provided pertaining to the prime's experience and ability in delivering effective services for projects of similar complexity, size, scope, and function. For each project, the following information should be provided:

1. Client name, project location, and dates during which services were performed.
2. Description of overall project and services performed by your firm.
3. Duration of project services provided by your firm, and overall project budget.
4. Experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.).
5. Client(s) current contact information including contact names and telephone numbers.
6. Involvement of Key Team Leaders on the projects.

2.6.3.4 PM, Key Team Leader(s) and Prime's Resources and Workload Capacity

Usual criteria related to the Project Manager, Key Team Leaders and prime's Resources and Workload Capacity are as follows:

- a) Project Manager workload capacity.
Workload capacity of Key Team Leader(s).
Resources dedicated to delivering project.
Ability to meet project schedule.

2.6.4 Technical Approach

O.C.G.A Section 50-22-4(b) requires that GDOT to enter into discussions with three (3) to five (5) consultant identified as the most highly qualified. The evaluation of respondent's technical approach may be through written response, by telephone, video conference, or by oral presentation with the most highly qualified consultants following submission and evaluation of qualifications. The evaluation of the technical approach in the delivery of the project and meeting contract requirements is usually represented by the following criteria:

- a) Project understanding and innovative technical approaches the firm offers relative to addressing anticipated scope of services.
Use of alternative methods for delivery (if applicable), and/or management of the project.
Identify unique challenges of the project and how the firm intends to mitigate these challenges, including quality control, quality assurance procedures.
Provide specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project.
Provide ability and willingness to meet project schedule and budget requirements.

2.6.5 Past Performance

Usual criteria pertaining to the past performance evaluation includes, but is not limited to:

- a) References provided for non-GDOT projects which are relevant and performance evaluations were not performed.
References provided for consultants which have not been awarded contracts with GDOT previously.
Documented knowledge any Selection Committee members have of performance on relevant projects.
Performance evaluations on completed GDOT projects/contracts.

2.6.6 Developed Evaluation Criteria

The usual criteria, in Section 2.6.3 – 2.6.6 above, have been established to streamline the RFQ development process. However, these criteria do not preclude GDOT from developing different criteria so long as they are compliant with 23 CFR Part 172. In the event different criteria are desired, the CS will assist the PM in developing the appropriate, project/contract-specific evaluation criteria. When developing the criteria, the CS would ask probing questions to determine what qualifications define the best criteria for this project, and what proposal information is needed to evaluate SOQs accordingly. In developing the criteria, much consideration must be given to the deliverables as they are developed into the solicitation documents, and whether the deliverables should be adjusted in order to provide the Selection Committee with the necessary volume and type of information for proper evaluation. Additionally, the criteria must assess the demonstrated competence and qualifications for the type of professional services being solicited. The criteria are broken down into two categories including QBS Criteria and Non-QBS Criteria.

2.6.6.1 QBS Criteria

The CS will work with the PM to establish the specific, detailed, or “granular” criteria and such granular criteria must be grouped as a component of a major category. Prior to advertisement, the PM should assign appropriate weights to the major criteria categories, which will be communicated to all respondents in the RFQ. Major categories of evaluation criteria should be used to allow for easy understanding by all respondents of what basic attributes are generally considered important, and for better processing by the Selection Committee. Allowable QBS Criteria include but are not limited to:

- a) Technical approach (e.g., project understanding, innovative concepts, or alternatives, quality control procedures).
Work experience.
Specialized expertise.
Professional licensure.
Staff capabilities.
Workload capacity.
Past performance.

2.6.6.2 Non-QBS Criteria

FHWA has allowed the utilization of Non-Qualification Based Criteria in accordance with 23 CFR Part 172.7.(a)(1)(iii)(D). The CS will work with the PM and will advise of these allowable criteria and determine if the project/contract being advertised could benefit from these criteria. However, the combined total of all Non-QBS criteria must not exceed ten (10) % of the overall evaluation. Allowable Non-QBS criteria are as follows:

a) Local Presence

This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

DBE Utilization Goal

For contracts utilizing federal funds, GDOT specifies a DBE utilization goal in accordance with 49 CFR Part 26. In order to evaluate the ability of a proposing consultant to meet this goal, the Committee will typically evaluate a consultant's DBE policy and practices. ***Note:** If you have a DBE goal you cannot have a scored criteria as FHWA interprets this as "or" not "and" Please refer to FHWA Question and Answers for further guidance.

****Note:** Local Governments must ensure that when considering DBE utilization that only firms certified by GDOT as DBE firms are allowable.

*****Note:** When Local Governments are utilizing Federal-Aid Highway Program Funds, any DBE goal must either be consistent with GDOT's DBE goal, or must be approved in advance by GDOT's Office of Equal Employment Opportunity (EEO).

2.7 Establish RFQ deliverables

Deliverables of prospective respondents must correlate to the evaluation criteria stated in the RFQ. Ideally, the deliverables should mirror the evaluation criteria in the RFQ and should reflect any unique directions or selection strategies necessary for the individual project. The CS will work with the PM and will review the evaluation criteria and will ensure that the requested RFQ deliverables correlate closely. Careful attention should be paid to the scope of work for each RFQ which will dictate the evaluation criteria and ultimately the RFQ deliverables. In accordance with GDOT's Pre-Established Evaluation Criteria, there are pre-established RFQ deliverables which correspond. These Pre-Established Criteria usually include:

2.7.1 Phase I Evaluation Deliverables

All interested respondents would be required to respond to the criteria identified below:

- a) *Administrative Requirements* – **NOTE:** This section is not scored but is used as Pass/Fail to determine whether respondents are deemed as responsive to each solicitation.

1. Basic company information:

- A. Company name.
- B. Company Headquarter Address.
- C. Contact Information - Name and contact information (telephone number(s) and e-mail address) of primary proposing contact, (this will be the individual with whom the Department will direct all communications).
- D. Company website (if available).
- E. Georgia Addresses - Identify and provide addresses for the offices located in the State of Georgia.
- F. Staff - List the number and disciplines of staff members employed in each office in the State of Georgia.
- G. Ownership - Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the Offeror a sole proprietorship, partnership, corporation, limited liability Corporation, or other structure?

- 2. **Certification Form** - Complete the Certification Form (*Exhibit "II" enclosed with RFQ*), and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the prime **ONLY**.
- 3. **Georgia Security and Immigration Compliance Act Affidavit** – Complete the form (*Exhibit "III" enclosed with RFQ*), and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the prime **ONLY**.
- 4. **Addenda** - Signed cover page of any Addenda issued for the prime **ONLY**.

Experience and Qualifications

1. Information pertaining to the PM, including but not limited to:

- A. Education.
- B. Registration (if necessary and applicable.)
- C. Relevant engineering experience.
- D. Relevant project management experience for projects of similar complexity, size, scope, and function (no more than five (5) projects).
- E. Relevant experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.).

5. Key Team Leaders - Provide experience of Key Team Leaders (defined as those individuals who oversee project areas determined as particularly important to each specific project. For each Key Team Leader identified provide:

- A. Education.

- B. Registration (if necessary and applicable.)
 - C. Relevant experience in the applicable resource area (on no more than three (3) of the most relevant projects).
 - D. Relevant experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key resource area.
3. Prime Experience - Provide information on the prime's experience and ability in delivering effective services for projects of similar complexity, size, scope, and function. Describe no more than five (5) projects, in order of most relevant to least relevant, which demonstrate the consultant's capabilities to provide services for GDOT. For each project, the following information should be provided:
- E. Client name, project location, and dates during which services were performed.
 - F. Description of overall project and services performed by your firm.
 - G. Duration of project services provided by your firm, and overall project budget.
 - H. Experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.)
 - I. Client(s) current contact information including contact names and telephone numbers.
 - J. Involvement of Key Team Leaders on the projects.
4. Area Class Summary Form and Notice of Professional Consultant Qualifications - Prime consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom GDOT will contract. "The Team" is defined as the prime consultant and their sub consultants, who are considered team members. Prime consultants and their sub consultant team members must meet the Area Class requirements listed for each project on which they apply. In regards to the required Area Classes, respondents should submit a summary form which details the required area classes for the prime consultant and all sub consultants or joint-venture of consultants on the team listed in the Statement of Qualifications. The area classes and consultants meeting the area classes listed on the summary form must meet all required area classes or the team will be disqualified. If a team member's pre-qualification expires prior to the due date of the SOQ, documentation must be provided which shows that the firm has submitted its application for Pre-qualification prior to the SOQ due date. The team must maintain its Pre-qualification certification in order to be considered eligible for award if selected.

Resources/Workload Capacity

1. Provide information regarding the overall resources dedicated to delivering the specific project, including:
- K. Organizational chart which identifies the project manager, prime, Key Team Leaders, support personnel, and reporting structure.
 - L. Primary Office - Identify and discuss the primary office which will be responsible for handling the specific project and the number and types of staff within the office and how this office could benefit the project and promote efficiency.

M. Narrative on Additional Resource Areas and Ability – Respondents are also allowed one page to provide information regarding additional resource areas identified as important to the project, to discuss how the key areas will integrate and work together on the project, to discuss any information which is pertinent to these areas, to provide a narrative regarding how the organization of the team, including the PM and Key Team Leaders can deliver the project on schedule given their workload capacity. (GDOT recognizes that some individuals may be able to meet the schedule while carrying heavier project loads.) Respondents may discuss the advantages of your team and the abilities of the team members which will enable the project to meet the proposed schedule. If there is no proposed schedule, discuss the advantages of the team and the abilities of the team members which will enable the project to move as expeditiously as possible.

2. *Project Manager Commitment Table* - Provide a list of ALL projects (GDOT, other governments and private contracts) on which the proposed project manager is currently committed, to enable the Department to ascertain the project manager's availability.
3. *Key Team Leader Project Commitment Table* - Provide a list of ALL projects the Key Team Leaders is committed on to enable the Department to ascertain the available capacity.

2.7.2 Phase II Evaluation

The three (3) to five (5) respondents deemed the most highly qualified consultant would be required to respond to the criteria identified below:

2.7.2.1 Technical Approach

Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project. Identify any unique challenges of the project and how your consultant intends to mitigate these challenges, including quality control, quality assurance procedures. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project.

2.7.2.2 Past Performance

Past performance may be evaluated through several methods including but not limited to:

- a) Checking of project references for the proposed project manager as well as the consultant.
GDOT consultant performance ratings which have been prepared on completed projects/contracts and archived for consideration.
Knowledge that any members of the Selection Committee have pertaining to the past performance of the consultant on any project which is shared and documented during the evaluation process.

2.7.2.3 RFQ Deliverables for Developed Evaluation Criteria

The usual deliverables, have been established to streamline the RFQ response process. However, these deliverables do not preclude GDOT from developing different deliverables

to correspond with the evaluation criteria so long as they are compliant with 23 CFR Part 172. In the event different deliverables are desired, the CS will assist the PM in developing the appropriate, project/contract-specific deliverables. When developing the deliverables, the CS would review the developed evaluation criteria and ask probing questions to determine what deliverables, best allow evaluation of the developed criteria for this project, and what proposal information is needed to evaluate SOQs accordingly. In developing the deliverables, much consideration must be given to provide the Selection Committee with the necessary volume and type of information for proper evaluation. Additionally, the deliverables must assess the demonstrated competence and qualifications for the type of professional services being solicited.

2.7.2.4 Deliverables for Developed QBS Criteria

The CS will work with the PM to establish the specific, detailed, or “granular” deliverables and such granular deliverables must be grouped as a component of a major category. Prior to advertisement, the PM should assign appropriate weights to the major deliverables, which will be communicated to all respondents in the RFQ. Allowable QBS deliverables include but are not limited to:

- a) Technical approach (*e.g.*, project understanding, innovative concepts, or alternatives, quality control procedures).
- Work experience.
- Specialized expertise.
- Professional licensure.
- Staff capabilities.
- Past performance.

2.7.2.5 RFQ Deliverables for Non-QBS Criteria

- a) Local Presence

If a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, and GDOT decides to utilize the criteria, the location of the consultant would be considered. The respondent would be required to identify its office location, or whether or not it will establish an office location which meets the criteria as well as a narrative on the value and efficiency that this location would add to the project.

DBE Utilization Goal

GDOT usually applies its current DBE utilization goal to all solicitations. In the event that GDOT decided not to utilize the DBE utilization goal and decided to use scored criteria, the corresponding deliverables would require the respondent to identify its approach to utilizing DBE consultants, current and history of utilizing DBE consultants, as well as DBE consultants intended to be utilized for the project/contract under evaluation.

2.7.2.6 Establish RFQ Scoring

In accordance with 23 CFR Part 172.7(a)(1)(iii)(B) and Official Code of Georgia (O.C.G.A.) Section 50-22-4, price is not allowed as an evaluation criterion as it violates the mandates established in the Brooks Act for Qualification Based Selection procedures. Additionally, In-State or Local Preference may not be utilized in accordance with 23 CFR Part 172.7(a)(1)(iii)(C). However, when federal funds are not being utilized, O.C.G.A. Section 50-22-4 does allow GDOT to consider project location and office location, although it has generally been determined that this may be utilized only in unique situations even when utilizing state funds only.

2.7.2.7 Pre-Established Evaluation Criteria Weighting

a) GDOT has identified the standard evaluation criteria in the following categories:

1. Project Manager, Key Team Leader(s) and prime's Experience and Qualifications - 30%
2. Project Manager, Key Team Leader(s) and prime's Resources & Workload Capacity - 20%
3. Technical Approach - 40%
4. Past Performance – 10%

b) These pre-established evaluation criteria will allow respondents to demonstrate competence and qualification for the various types of engineering and design related services being solicited. While the intent is for these to be used universally, they may not be sufficient or detailed enough for every solicitation. With this in mind, the CS will work with each customer and review the standard criteria and associated weight and may adjust accordingly.

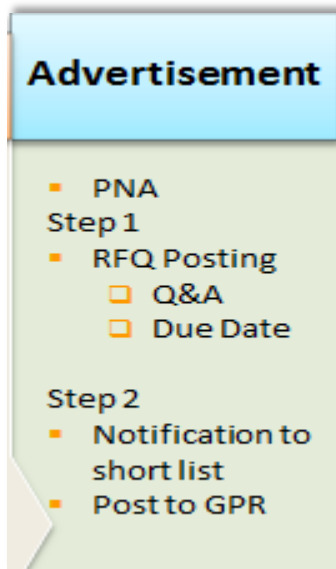
c) Developed Evaluation Criteria Weighting:

d) The usual evaluation criteria and weights have been established by the Chief Engineer in order to streamline the RFQ development process and to provide consistency in the evaluations. However, these criteria and weights do not preclude GDOT from developing more detailed criteria and weights, specific to each project/solicitation so long as they are compliant with 23 CFR Part 172. In the event different criteria and weights are desired, the CS will assist the PM in developing the appropriate evaluation factors for each project/contract. When developing, the CS would review the developed evaluation factors to allow emphasis to be placed on those criteria and weights which demonstrate the relevant importance in relation to the project, as well as for compliance with 23 CFR Part 172. The CS will ask probing questions to determine what evaluation factors best support the evaluation of the developed criteria for this project, and what weighting is needed to allow respondents to best demonstrate qualifications and competence.

2.8 Procurement Schedule

The CS will work with the PM and determine the overall schedule of events for the solicitation to allow sufficient time for interested consultants to receive notice, prepare, and submit proposals. At a minimum, the schedule will identify the solicitation posting date, due date and time for questions and clarification(s), and the due date and time for the submittal deadline. The CS will ensure that the minimum required posting time of not less than fourteen (14) days is allowed. However, O.C.G.A. 50-22-3 requires the minimum posting time of fifteen (15) days. Generally, GDOT will require a posting of thirty (30) calendar days to allow sufficient time for interested consultants to respond and which ensures compliance with both state and federal law. The PM will take into account the appropriate time needed and the availability of the various participants, including Selection Committee members, when establishing the procurement schedule.

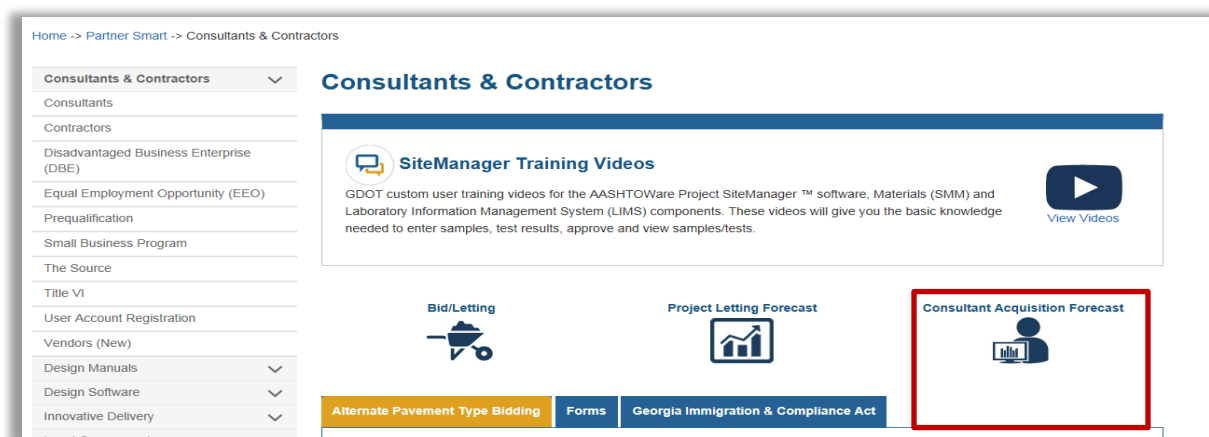
Stage 3 - Advertisement



The section will detail the requirements for advertising procurement opportunities for engineering and design related services. These requirements will allow GDOT to identify potential consultants to be considered for award for engineering and design related services. The Request for Qualifications (RFQ) process allows the Department to thoroughly identify and select qualified consultants and award federally-funded engineering and design related contracts based on open competitive negotiations and the consultant(s) demonstrated competence and professional qualifications for the type of professional services required at a fair and reasonable price using the Qualifications Based Selection (QBS) process as required by the Brooks Act.

3.1 Consultant Acquisition Needs List

GDOT's Office of Program Delivery (OPD) solicits input from all of the SME offices (bridge, environmental, design, etc.) and identifies its own needs for consultant resources. Once this input is received, OPD updates the GDOT webpage at the following link <http://www.dot.ga.gov/PS/Business>. Once at the page, interested parties should click on the consultant Acquisition Forecast icon:



When this link is opened, the information pertaining to the forecasted needs will be displayed in a manner similar to the below:

2015 - 2016 Potential Consultant Acquisition Needs								
	Project ID (PI number)	Description	Primary Work Type	County	GDOT District	Phase*	2015 Batch # **	
	N/A	Environmental Statewide Contracts for full environmental services, including environmental surveys, report preparation, and quality assurance reviews of reports prepared by other firms. Restricted to State funded projects.	Environmental	All	All	PE	Fall 2015	
	N/A	Safety Design Services for one of three regions in the state. The regions are based upon GDOT District boundaries and are grouped as follows: Districts 1 & 2 & 5 = Region A, Districts 6 & 3 = Region B and Districts 7 & 4 = Region C. The Consultant will perform all services as determined through negotiations of individual task orders and provide all detailed work, services, materials, equipment and supplies to perform the work as an on-call service.	Traffic Management Center (TMC)	All	All	PE	Fall 2015	
	N/A	Program Management Services for OPD for the Traffic Operations and Safety Programs	Program Management (OPD)	All	All	PE	Winter 2015	
	N/A	Program Management Services for OPD for the Bridge Program	Program Management (OPD)	All	All	PE	Winter 2015	
	N/A	Design-Build Bridges - reference http://www.dot.ga.gov/PS/Innovative/DesignBuild	Bridge Replacements		1, 2, 3, 4, & 5	PE & CST	Winter 2015	
Bundle #	Project ID (PI number)	2016 Bridge Bundles Batch #1	Primary Work Type	County	GDOT District	Phase*	2016 Batch # **	# of Bridges
1	0013716	SR 10 LOOP EB & WB @ SR 8/US 29	Bridge Replacement	Clarke	1	PE	February 2016	2
1	0013806	SR 10/US 78 @ NORTH OCOREE RIVER	Bridge Replacement	Clarke	1	PE	February 2016	1
2	0007170	SR 136 @ CHESTATEE RIVER 8.3 MI SOUTHEAST OF DAWSONVILLE	Bridge Replacement	Dawson/Hall	1	PE	February 2016	1
2	0010212	SR 53 WB @ CHATTAHOOCHEE RIVER	Bridge Replacement	Hall	1	PE	February 2016	1
2	0013807	SR 183 @ COCHRAN CREEK 6 MI NW OF DAWSONVILLE	Bridge Replacement	Dawson	1	PE	February 2016	1
2	0013746	SR 385 @ HAZEL CREEK IN DEMOREST	Bridge Replacement	Habersham	1	PE	February 2016	1

3.2 Advertisement Methods

3.2.1 Batch Advertisements

GDOT has elected to establish a standard advertisement schedule for its project specific opportunities. These are referred to as Batch advertisements and the projects advertised will in most cases result in multi-phase project specific advertisements. GDOT will generally advertise these batch advertisements three (3) to five (5) time a year, although it reserves the right to add additional Batches if determined necessary. The projects advertised in the Batches will typically be the projects which have been identified in the Consultant Acquisition Forecast, although GDOT reserves the right to add additional projects as may be necessary due to unforeseen circumstances. Since Batch advertisements are listed on the consultant Acquisition Forecast, GDOT does not intend to issue a Public Notice Announcement for these projects. It should be noted that each project on each Batch advertisement will be require consultants to submit to each in which they have interest separately. The resulting evaluation/selection process for each project on each Batch will be handled as separate evaluations and selections even though they will have common schedules and response due dates.

3.2.2 Public Notice of Advertisement

For projects not listed in the Consultant Acquisition Forecast and for On-Call Advertisements, GDOT has elected to utilize a Public Notice Advertisement (PNA) to notify interested consultants of the opportunity prior to the actual RFQ being issued. This PNA will typically be posted for a period of thirty (30) calendar days to the Georgia Procurement Registry, although, GDOT reserves the right to reduce this posting period to fifteen (15) calendar days if determined necessary due to time constraints. The PNA will contain information which identifies the need to include but not be limited to:

- a) Project Identification Number: For On-Call contracts, this will be “N/A” since an on-call contract may utilize an infinite number of projects.
- b) Project/Contract Description and Scope of Work: Information provided by the GDOT PM will be provided to give interested parties a brief project/contract description in order to determine if they have interest in the forthcoming opportunity.
- c) Anticipated Schedule: The RFQ Issuance Date will typically be 30 days from the date that the PNA was posted. However, GDOT reserves the right to reduce the time if determined necessary.
- d) Statement of Qualifications Due Date: This is the closing date of the RFQ Advertisement. (This date should be 60 calendar days, excluding holidays, from the date the PNA was posted, should be a business day).
- e) Contact Information: GDOT assigned CS contact information for the Project.

The PNA is used for informational purposes only. Specific project related questions from the consulting community are not answered at this time. All project related questions are provided by the CS after the solicitation closes. However, the Department may make administrative corrections or clarifications during the PNA period through the posting of an addendum on the Georgia Procurement Registry (GPR), if needed.

3.2.3. Advertisement Periods

After the PNA period has expired, or in accordance with the Batch schedule, GDOT will post each advertisement for multi-phase project specific, project specific, and on-call projects/contracts for a period of thirty (30) calendar days. This duration exceeds the requirements of both 23 CFR Part 172, which mandates a minimum advertisement time of fourteen (14) calendar days, and O.C.G.A. 50-22-3 which mandates a minimum advertisement time of fifteen (15) calendar days. In some instances, GDOT may elect to reduce the standard advertisement period but shall maintain compliance with both federal and state law by maintaining a minimum advertisement period of at least fifteen (15) calendar days.

3.2.4 Location of Advertisement Postings

All advertisements for engineering and design related services shall be posted to the Georgia Procurement Registry (GPR) website located at the following link:

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp GDOT is mandated to post these advertisements to the GPR in accordance with O.C.G.A. 50-22-3. Posting to the GPR also ensures compliance with 23 CFR Part 172, which requires that advertisements be via public announcement, public advertisement, or any other public forum method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award.

3.2.5 Utilization of NIGP Codes

The GPR requires the CS to identify National Institute of Governmental Purchasing (NIGP) codes which are associated with the services being procured. The complete list of NIGP codes may be found at the following link:

http://ssl.doas.state.ga.us/PRSapp/PR_nigp_list.jsp?whereFrom=public

For engineering and design related services, GDOT will ensure selection of at least the following NIGP codes at a minimum:

NIGP Code	Code Description
91842	Engineering Consulting
91843	Environmental Consulting
91896	Transportation Consulting
92513	Bridge Engineering
92517	Civil Engineering
92533	Professional Engineer Services
92535	Environmental Engineering
92536	Engineering Services (Not Otherwise Classified)

When CSs are posting each solicitation, they will select the NIGP codes listed above. With these selections, the GPR will automatically send e-mail notifications to every consultant who has registered with the GPR to receive notifications about any opportunities which include one or more of these NIGP codes. consultants are able to register on the GPR for free by completing basic information about their consultant as well as by identifying the NIGP codes for which they want to receive notifications when opportunities are posted.

3.3 Advertisement Process

The advertisement process will consist of two phases (Phase I and Phase II.) In Phase I, consultant submit Statement of Qualifications (SOQs) based on an established criteria (provided by GDOT) for evaluation of Statement of Qualifications and Phase II, the 3-5 short-listed consultant firms submit Proposals (Technical Approach), based on an established criteria (provided by GDOT) for evaluation of Proposals to GDOT for evaluation and scoring by an Selection Committee. During Phase I, consultant(s) submit their Statements of Qualifications (SOQ) by the designated deadline date/time established in the RFQ advertisement to be considered for the Project. The Selection Committee will review all submittals and will identify three (3) to five (5) consultants (as mandated by O.C.G.A. 50-22-6) identified as the most qualified from whom technical proposals (Phase II) will be requested. These short-listed consultant firms will submit technical proposals to GDOT by the designated deadline date/time established in the Notice to Selected Finalist (NTSF) attachment e-mailed to the short-listed consultant firms at the conclusion of Phase I for further consideration for the Project.

3.4 Questions and Answers

During the advertisement period it is required that prospective respondents be allowed to submit questions to the CS. The Schedule of Events outlined in each advertisement will indicate the date and time when written questions are due. All written questions are required to be submitted to the CS via e-mail. Once the deadline for written questions has passed, the CS will compile all questions and send to the Selection Committee members for consideration and to provide answers. Upon receipt of the answers to the written questions, the CS will prepare an addendum to the advertisement and post to the solicitation on the GPR. The goal of this process is to ensure that all prospective respondents have access to the same information at the same time so as not to provide any unfair advantage to any consultant.

3.5 Restriction of Communication

Every advertisement for engineering and design related services will contain a standard restriction of communication requirement. This restriction is effective from the advertisement date of each solicitation until successful respondents are selected and the award is made official and announced. Consultants are not allowed to communicate about the solicitation or scope with any staff of GDOT including the Commissioner and GDOT Board Members, except for the submission of questions as instructed in the RFQ, or with the contact designated in the RFQ, or as provided by any existing work agreement(s). For violation of this provision, GDOT reserves the right to reject the submittal of the offending respondent. The purpose of this restriction is to ensure all prospective respondents have access to the same information at the same time so as not to provide any unfair advantage to any consultant.

3.6 Notification of Finalists and Selection

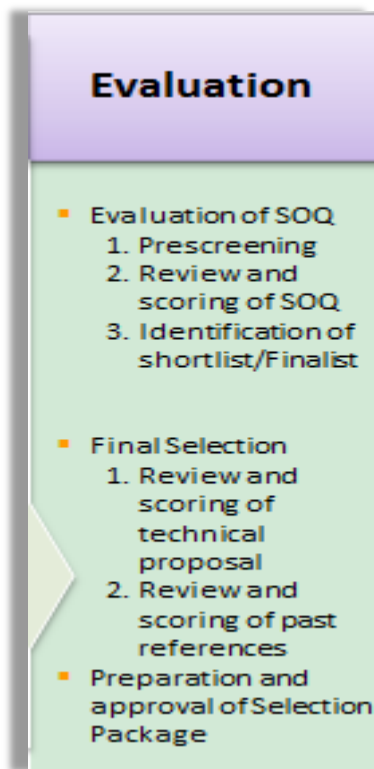
3.6.1 Notice to Finalist

Upon completion of Phase I of the selection process, GDOT will send a Notice to Selected Finalists (NTSF) to the three to five firms deemed the most qualified. This notice will initiate Phase II for the finalists. After the NTSF is sent, the CS will also post the finalists to the GPR with the RFQ advertisement listing.

3.6.2 Notice of Most Qualified

Upon completion of Phase II of the selection process, GDOT will notify the firm identified as the most qualified to enter into negotiations. GDOT will also notify the remaining unselected finalists they were not selected to enter into negotiations. However, it should be noted that should negotiations with the most qualified be unsuccessful, GDOT may enter negotiations with the second most qualified and so on until an agreement can be reached at a price deemed fair and reasonable.

Stage 4 - Evaluation and Selection



The following section provides guidance and procedures for conducting evaluations and the selection of consultants.

4.1 Selection Committee

4.1.1 Eligible Appointees

Prior to the advertisement of a procurement opportunity, the PM will coordinate with the appropriate office head(s) to appoint qualified staff members to serve as a Selection Committee. Selection Committees should be cross-functional teams, comprised of varied, unbiased, responsible, and professional individuals. The committee may include representatives from:

- a) The requesting office/area.
 - Project involved specialty service offices (subject matter experts).
 - Other internal SMEs for the project.
 - Private practitioners of engineering and design related professions.

4.1.2 Identification/Establishment of Selection Committee Members

GDOT's Chief Engineer is responsible for determining the staff hierarchy level available to be members of the RFQ Selection Committee. Currently the pool of GDOT employees available to serve on Selection Committees is limited to Assistant Office Heads or above. Exceptions are allowed in some cases where needs dictate, but must be approved by GDOT's Chief Engineer.

It is the responsibility of the Office Head to determine the Selection Committee. The Selection Committee shall generally consist of a minimum of three (3) GDOT employees who have detailed knowledge of the work necessary to complete the scope associated with the RFQ. The individuals selected generally possess knowledge and expertise on the services to be performed under the project/contract. It is the responsibility of GDOT's Chief Engineer to approve the Selection Committee.

The requesting Office Head shall send the approved RFQ Selection Committee list to the CS, who will send an email to members of the RFQ Selection Committee providing expectations and important dates related to the RFQ. This email shall include at a minimum a copy of the RFQ and dates and times related to the Evaluation Kick-off meeting, Phase I Evaluation meeting, Phase II Evaluation Submittal Distribution Meeting, and the Phase II Evaluation meeting.

The CS will verify that there are no real or potential conflicts of interest with any of the Selection Committee members. Selection Committee members will be required to sign a statement of Confidentiality and Conflict of Interest Agreement indicating that they have no actual, potential, or perceived conflicts of interest. The CS may follow up with committee members' supervisors to assure that the committee membership is free from any potential conflicts of interest. If at any time during the selection process, a committee member realizes they may have a conflict of interest, real or perceived, they must immediately notify the CS of the conflict. The CS will take appropriate action to mitigate the potential conflict. The initiating office head will obtain the approval of Chief Engineer for Selection Committee members and will provide the approval to the CS.

4.1.3 Size of Selection Committees

The Selection Committee will generally be limited to three (3) to five (5) individuals. Whenever possible, the committee members shall remain consistent through the entire selection process to maximize information assimilation and maintain a consistent evaluation process. In addition to the Selection Committee, SMEs may be enlisted to aid in the gathering of procurement-related information and may contribute to the evaluation process as necessary.

4.1.4 Selection Committee Instructions

The Selection Committee must be properly trained in the process. The CS will provide a Guideline for Evaluation to assist with this process. The Guideline for Evaluation (Step I) specifies member duties/deadlines, and provides a quick-reference to the specific deliverables expected in the submittals and to all of the evaluation criteria. Additionally, the PM may convene a meeting of the Selection Committee before or shortly after the advertisement is posted to outline for the committee their expected duties and how the selection process will be conducted.

Note: A significant amount of time and effort is required of a Selection Committee member, and a commitment must be made to allocate time for review of qualifications and proposals and to attend required meetings.

4.2 Evaluation Process

FHWA rules allow a solicitation evaluation to be conducted in a single phase, and O.C.G.A. 50-22-4(b) requires a two-phase evaluation. GDOT's approach to meeting FHWA and Georgia laws necessitate a two-phase solicitation evaluation. Phase I of the evaluation usually requires review and scoring of experience, qualifications, resources, and workload capacity. Phase II of the evaluation usually requires review and scoring of the technical approach and past performance.

4.3 Scoring Documents

Standard scoring forms have been developed for utilization by the voting members of the Selection Committee. The scoring forms correspond to the established major criteria categories and weighting in order to provide for an accurate scoring summary. (More information on scores and rank is provided in section “6” ***Evaluation of Statements of Qualifications (SOQ) and Selection of Finalists***). The scoring forms have been developed in a way that renders the form as intuitive for the scorer as possible, with clear indicators of:

- a) Evaluator number.
- RFQ number.
- Proposing firms.
- Criteria weighting/points.
- Scores and rank.
- Sections for notation.

4.3.1 Individual Scoring Documents

Scoring documents have been developed to be utilized by each individual Selection Committee member. Each member will review the consultants SOQs individually and will determine the appropriate adjectival rating and provide comments which support their opinion of the rating.

4.3.2 Overall Committee Scoring Documents

Overall committee scoring documents and summary comments will be a part of the scoring forms. The scoring summary document will serve as a freely-shared record for those interested in the outcome of a selection, and as a tool for debriefings with unsuccessful proposers. The names of the committee members will **not** be included on the scoring forms and scoring summary documents. Rather, a number will be assigned to each committee member and the individual’s number will be a part of the scoring record.

4.3.3 Additional Considerations for Scoring Documents

Work sheets may be developed to assist members in assessing, cumulatively, the merits of consultants during review of submittals. However, such cumulative assessment may also be accomplished in many cases by members simply using the existing RFQ documents or other guides during their individual reviews. It is advisable to allow committee members latitude in their detailed individual review, because most will differ in their own study/review techniques. Therefore, it is not recommended to formulate extensive matrices which might serve to increase possibility of error, and stifle the group diversity and human decision-making competence of the qualified, professional members. Looked at as a whole, the review and scoring process should not be unnecessarily “dumbed-down” or “computerized”; instead, Selection Committee members should be properly orientated in the process requirements.

4.4 Evaluation of Statements of Qualifications and Selection of Finalists

In order to be compliant with both state and federal law, and to maximize the competitive opportunity for consultants, as well as promote an efficient evaluation, a two-phase process is used for engineering and design related procurements. In Phase I, firms are invited, via a publicly advertised RFQ solicitation document, to submit SOQs. These submittals must be responsive to the deliverables and acceptable criteria relevant to the project/contract advertisement. Firms are then evaluated by the Selection Committee that will select three (3) to five (5) firms determined to be most qualified. The selected firms are invited to

provide a secondary submittal containing a technical approach specific to the project at hand. Additionally, the CS shall provide past performance information to the Selection Committee which shall be reviewed, discussed, and scored. In Phase II, the Selection Committee shall determine the final ranking of the firms based on information provided in the technical approach and the past performance information. The final ranking will be used develop a Selection Package, which contains the final ranking, a summary of activities related to the RFQ, and the name of the top ranked firm, concurrence from the appropriate Division Director and approval from the Procurement Administrator. The Selection Package will be presented to the negotiator, which shall cause the scheduling of a meeting with the top-ranked firm to negotiate the final fees and contract terms. If there is no agreement on fees or contract terms with the top-ranked consultant, negotiations with the firm will be terminated. GDOT will then proceed to negotiate in the same manner with the second-ranked firm, and so on until an agreement is reached.

4.4.1 Evaluation Procedures

The procedures set forth in this section are designed to assist the CS in executing a Qualifications Based Selection evaluation process, compliant with 23 CFR Part 172 and O.C.G.A. 50-22-1 through 50-22-9, and assist members of the Selection Committee in selecting the most qualified consultant based on a QBS process.

4.4.2 Receive Statement of Qualifications (SOQ) from Respondents

Instructions pertaining to the content, due date, method of delivery, and delivery location of the consultant's SOQ are provided in the RFQ. Upon receipt of each SOQ, the CS shall timestamp the 'Original' copy of the SOQ and will provide a receipt, if requested, indicating the time the SOQ was received. Submittals will be accepted up to and including the date and time specified in the RFQ. Any submittals received after the due and time specified will be disqualified from further consideration.

4.4.1.2 SOQ Pre-screen Check and SOQ Disqualification

The purpose of this step is to verify the consultant's SOQ contains all mandatory requirements, is properly formatted, that each respondents team holds the required area classes, that the page allowances have been adhered to and that the SOQ was received no later than the required date and time defined in the RFQ.

Upon completion of the SOQ pre-screening checks, the CS will provide the TSP manager with a report of SOQs which did not pass all the pre-screen checks. This report will contain a list of items found to be deficient within the SOQ and a recommendation for next steps for the consultant's SOQ. The TSP manager, using the principles of fairness and inclusion as a guide, will review the results of the pre-screen checks and decide on final determination of next steps. Next steps for deficient SOQs shall include, but are not limited to, approving the SOQ to be included in the evaluation as-is, asking the consultant to correct/replace portions of the SOQ which are not salient to the evaluation to be conducted by the Selection Committee (with the intent of approving the SOQ to be included in the evaluation once the corrected/replaced portions are received), or disqualification of the SOQ. The TSP manager will communicate final determination of next steps for the SOQs to the CS.

When the pre-screen results of an SOQ include asking the consultant to correct/replace portions of the SOQ, the CS will send an email to the consultant's key contact person, identified in the SOQ, with details of the information which needs correcting/replacing along with a deadline for the information no later than within 24-hours of sending the email. If the consultant provides the corrected information in the timeframe provided, then SOQ will be included in the evaluation. Otherwise, the SOQ will be disqualified.

When the pre-screen results of an SOQ result in disqualification, the CS will email the consultant's key contact person outlining the reason for the disqualification. At this point, the SOQ will be removed from the RFQ evaluation process. If the consultant does not agree with the disqualification ruling, the consultant can appeal the ruling by contacting the TSP Manager. This contact must be done expeditiously in order to ensure timely inclusion into the evaluation process if the disqualification ruling is changed.

It should be noted that this section is not intended to undermine the integrity of the selection process. While there are some items that the consultant firms must submit, they may not be salient to the evaluation to be conducted by the Selection Committee. Examples of these type items includes failure to complete the certification form correctly, failure to provide the Notice of Consultant's Professional Qualifications (approved area class listing), and/or failure to organize the SOQ exactly as prescribed in the RFQ. GDOT reserves the right to request these items to be corrected and/or provided. However, some items which are salient to the evaluation to be conducted may necessitate disqualification if not provided correctly or as required. These include exceptions taken to the certification form which would make the consultant ineligible to contract with GDOT for any reason, failure to provide a team which meets all required area class requirements, provision of resumes of more than the allowed number, and provision of more than the allowed number of pages (note that these may necessitate disqualification because they would provide an unfair advantage over firms which complied with the requirements.) This section is not intended to identify every situation and item which may be considered for disqualification but is intended to mention the major ones. GDOT reserves the right, in its sole discretion to determine eligibility for proceeding or for disqualification.

4.4.1.3 Number of SOQ Responses Insufficient to be Considered Competitive Negotiations

If the pre-screen process results in less than three (3) qualified SOQs, or if less than three responses are received, then the RFQ does not meet the qualifications of a Competitive Procurement (per 23 CFR Part 172). The CS shall:

- a) Work with the GDOT PM to alter the RFQ for including additional qualified consultants in the RFQ process. This is generally accomplished by modifying the required area classes to remove any that are unnecessarily restricting respondents or by adding new area classes to expand the pool of eligible respondents. It is possible that after reviewing, it is determined that there were no unnecessary restrictions and that no modifications to the area class requirements are necessary.

Receive approval from the TSP Manager to extend the SOQ receipt day to at least fifteen (15) days after the posting of an updated RFQ.

Post the updated RFQ to the Georgia Registry under a new RFQ#.

Reschedule the Evaluation Kick-off meeting, Phase I Evaluation meeting, Phase II Evaluation Submittal Distribution Meeting, and the Phase II Evaluation meeting to coincide with the new RFQ schedule.

Any additional SOQs received will go through the SOQ Pre-screen Check and SOQ Disqualification process defined above. If the pre-screen process results in at least two (2) qualified SOQs, then the evaluation shall proceed as detailed later in this section. However, if the pre-screen process still results in one (1) qualified SOQ, the CS shall proceed with the evaluation/award process since competition has been determined to be inadequate. The CS shall prepare a selection package along with a request for non-

competitive award approval, which will be sent to FHWA for approval, and which shall contain the following:

- a) FHWA Non-Competitive Procurement Approval Letter.

GDOT Request to Utilize the Noncompetitive Procurement Process.

Advertisement and all Addendums.

Consultants' Submission Prescreening Checklist.

Verification of Non-Debarment from System for Award Management (SAM) Website for Intended Awardee.

Pre-Qualification Certificate for Intended Awardee.

The Procurement Administrator will review the request for non-competitive award approval and if the request is approved, will forward to FHWA to obtain approval that the process be allowed to proceed as a non-competitive procurement. The solicitation will be put 'on hold' until approval is received from FHWA. If approval is not granted, then the RFQ shall be cancelled.

4.4.1.4 Hold Kick-off Meeting and Distribute SOQs

The purpose of the Kick-off meeting is to provide members of the Selection Committee with instructions and guidance on the two step evaluation process for engineering and design related procurements and to provide them with the requisite information necessary to complete the first step of the evaluation of the SOQs, which passed the SOQ Pre-screen Check.

During the Kick-off meeting, the CS will:

- a) Assign each committee member an evaluator ID. This evaluator ID will be utilized through-out the evaluation process to protect the identity of each evaluator.
Hand-out the Guide for Selection Committee Members, scoring forms, and SOQs which passed the SOQ prescreen check.
Describe the documents distributed, with special emphasis on the Confidentiality and Conflict of Interest Agreement and the Guide for Selection Committee Members (i.e. information the Selection Committee member can and cannot use during the evaluation, categories to be scored, instructions for scoring each category, and the depth of comments requested for each category).
Obtain a signed copy of the Confidentiality and Conflict of Interest Agreement from each of the Selection Committee members. If a member of the committee believes they have a conflict of interest or cannot abide by the confidentiality agreement, then the CS will provide such details to the TSP Manager and they will make the final determination with regard to the member's inclusion on the committee. If the TSP Manager agrees to exclude the committee member, then the CS will communicate this information to the Office Head, who will find a suitable replacement using the Identification of Selection Committee members process described above.

NOTE: The CS may elect to conduct kick-off via e-mail for standard selection procedures (if all Selection Committee members are experienced in the process) or may elect to meet only with evaluators not familiar with the process and email instructions to others.

4.4.1.5 Phase I Preliminary Evaluation

The purpose of the Phase I preliminary evaluation is to allow the Selection Committee members to conduct an initial review and rating of all of the respondents SOQs. As the members review the SOQs they will assign an adjectival rating to each category they are reviewing and provide comments which justify the rating provided. The adjectival ratings used are as follows and shall be used throughout all phases of the evaluation:

Poor	0% of the available points assigned to the category
Marginal	25% of the available points assigned to the category
Fair	50% of the available points assigned to the category
Good	75% of the available points assigned to the category
Excellent	100% of the available points assigned to the category

Upon completion of the review of all respondents SOQs, the Selection Committee members will forward their completed forms to the CS. The CS will review the adjectival ratings provided and will insert each committee members ratings into the master scoring spreadsheet prior to the phase I evaluation meeting. From these ratings, the CS will determine the firms which are within the competitive range (generally considered the top ten rated firms, however this may be different for each evaluation and may depend on the total number of responses received as well, as how many may have been tied after the preliminary review.) The group of firms determined to be within the competitive range shall be referred to as the top submittals. The purpose of determining the top submittals is to determine which firms will be discussed in the Phase I evaluation meeting. Typically, given the total number of responses received, it is not always feasible to discuss firms which are not determined in the competitive range in the same level of detail as those that are determined in the competitive range. Once the top submittals have been determined, the evaluation will proceed to the next phase which is the Phase I Evaluation.

4.4.1.6 Phase I Evaluation

The purpose of the Phase I Evaluation meeting is to review, discuss, and rank the top consultant's SOQ submittals and identify the top three (3) to five (5) consultants which will move on to the Phase II Evaluation. The steps necessary to accomplish this include:

- Step 1 For each of the consultant's determined in the competitive range, members of the Selection Committee will discuss the consultant's qualifications in detail and provide the CS with a committee rating and comments for each evaluation category described in the RFQ. This information will be entered into the evaluation spreadsheet and a ranking of each of the consultant's SOQs will be determined based on standard category weights established by GDOT's Chief Engineer.
- Step 2 Upon completion of the Phase I Evaluation meeting, the CS will prepare a Phase I Shortlist Package. The purpose of this package is to provide adequate information to determine which three (3) to five (5) consultants will be allowed to participate in the Phase II Evaluation. The Phase I Shortlist Package shall consist of a list of the consultant's SOQ submittals, Phase I ranking based on the Selection Committee's consensus ranking/comments, the individual evaluator's Evaluation spreadsheet for all

consultants SOQ. Upon review of the Phase I Shortlist Package, the CS will determine the list of finalists for Phase II. Generally, the finalist list will contain between three (3) to five (5) consultants, although in some instances more than five (5) may be allowed in the event of a tie in scoring.

- Step 3 The CS will complete the Notice to Selected Finalists template and the Shortlist template indicating the list of consultants who will be asked to participate in Phase II of the evaluation process. At this point, any modifications to the Phase II instructions will also be added to the Notice to Selected Finalists. The Notice to Selected Finalists and Shortlist documents will be reviewed and approved by the TSP Manager. Upon approval, the Notice to Selected Finalists will be emailed to the selected consultant's project manager, using contact information found in the SOQ. The email communication sent to the consultants shall request a confirmation of receipt.
- Step 4 The CS will post a PDF version of the Shortlist to the GPR, which in turn communicates this information to all the consultants that are registered to receive information for the specific NIGP codes associated with the RFQ.
- Step 5 The CS will verify that the selected consultants did receive the Notice to Selected Finalists email by receipt of confirmation from the consultants. If a receipt of confirmation is not obtained with two (2) working days, the CS will call the consultant's PM to receive confirmation of receipt.

4.4.1.7 Past Performance

The purpose of this phase of the process is to gather and quantify past performance information related to projects listed in the SOQs for each consultant invited to participate in the Phase II evaluation. The Selection Committee shall use this information along with history with the consultant to determine a rating for the Past Performance portion of the Phase II evaluation. The steps necessary to accomplish this include:

a) **Reference Check**

The CS will populate the RFQ Reference Check template with information from two (2) projects listed in Section B. Experience and Qualifications of each consultant's SOQ. (Note: the CS should exclude any project listing a member of the Selection Committee as the Client's Current Contact.)

b) **Performance Evaluations**

Using the contact information contained in the Client's Current Contact Information from the SOQ, the CS will contact the consultant's client, asking them to rate the consultant base on five (5) criteria. Upon receiving the rating for all five (5) criteria, the client contact will be encouraged to provide additional commentary associated with the consultant's overall performance on the project. This additional commentary will be captured in the RFQ Reference Check template.

c) **Previous History**

Upon receiving rating information and comments (optional) from two (2) projects for each of the selected consultants for Phase II, this information will be provided to the Selection Committee members for their review in preparation for the Phase II Evaluation meeting.

4.4.1.8 Phase II Question and Answer (Q&A) Period

During this phase of the process, the consultants selected to move to Phase II of the RFQ process have the opportunity to submit questions to the CS assigned to the RFQ. Instructions and deadlines associated with the Phase II Q&A period are described in the RFQ. After the appointed date and time for the consultants to submit their Phase II questions, the CS will coordinate with the PM to document answers to the questions received. CS will address all questions received, in the form of an addendum. The addendum shall be emailed to the consultants selected to move to Phase II using the consultant's contact information received in the SOQ. This email will request receipt confirmation from the consultant. The CS shall track the receipt confirmation for the Addendum email and will call those consultants who did not confirm receipt.

4.4.1.9 Receipt of Phase II Technical Approach

Instructions pertaining to the content, due date, method of delivery, and delivery location of the consultant's Technical Approach are provided in the RFQ and any modifications are mentioned at this time. Upon receipt of each Technical Approach, the CS shall timestamp the 'Original' copy of the Technical Approach and will provide a receipt, if requested, indicating the time the Technical Approach was received. Submittals will be accepted up to the date and time specified in the RFQ, and as modified (if applicable) in the Notice to Finalists.

4.4.1.10 Phase II Technical Approach Pre-screen Check and Disqualification

The purpose of this step is to verify the consultant's Technical Approach submittal is properly formatted, contains the required information to allow for an 'apple-to-apple' comparison with other Technical Approach submittals, and was received within the required date and time defined in the RFQ and NTF. For each Technical Approach submittal received for the RFQ, the CS shall perform the following pre-screen checks:

- a) Is the timestamp on the Technical Approach package, 'Original' copy, and prior to the deadline for submission of Phase II Response stated in the RFQ and NTF.
- b) Does the Technical Approach package contain the required two (2) forms of submittal (hard copy and electronic.)
- c) Does the Technical Approach package include all Addendums emailed to the consultant and are they properly signed and sealed.
- d) Is the Technical Approach package properly formatted and contains required content.

Upon completion of the Technical Approach pre-screening checks, the CS will provide the TSP Manager with a report of Technical Approach submittals which did not pass all the pre-screen checks. This report will contain a list of items found to be deficient within the Technical Approach submittal and a recommendation for next steps for the consultant's submittal. The TSP Manager, using the principles of fairness and inclusion as a guide, will review the results of the pre-screen checks and decide on final determination of next steps. Next steps for the deficient Technical Approach submittals include, but are not limited to, approving the Technical Approach submittal to be included in the evaluation as-is, asking the consultant to correct/replace portions of the submittal with the intent of approving the submittal to be included in the evaluation once the corrected/replaced portions are received, or disqualification of the Technical Approach submittal. The TSP Manager will

communicate final determination of next steps for the Technical Approach submittals which did not pass all the pre-screen checks to the CS.

When the pre-screen results of an Technical Approach submittal include asking the consultant to correct/replace portions of the submittal, the CS will send an email to the consultant's key contact person, identified in the SOQ, with details of the information which needs correcting/replacing along with a deadline for the information no later than 24-hours of sending the email. If the consultant provides the information in the timeframe, provided, then the Technical Approach submittal will be included in the evaluation. Otherwise, the Technical Approach submittal will be disqualified.

When the pre-screen results of a Technical Approach submittal result in disqualification, the CS will email the consultant's key contact person outlining the reason for the disqualification. At this point, the Technical Approach submittal will be removed from the Phase II evaluation process. If the consultant does not agree with the disqualification ruling, the consultant can appeal the ruling by contacting the TSP Manager. This contact must be done expeditiously in order to ensure timely inclusion into the evaluation process if the disqualification ruling is changed.

4.4.1.11 Phase II Evaluation Initiation, Distribution of Technical Approach and Past Performance Reference Check Information

The purpose of this Phase is to provide members of the Selection Committee with instructions and guidance on the second step of the two step evaluation process for engineering and design related services RFQs and with the requisite information necessary to complete the second step of the evaluation. The following information shall be provided to members of the Selection Committee:

- a) GDOT's Guide for Selection Committee Members.
- b) Submission and Prescreening Checklist.
- c) Technical Approach for those which passed the Phase II Pre-screen Check.
- d) Past Performance Evaluation information.

The CS will:

- a) Hand-out packets containing the above described information.
- b) Describe the contents of the packet, with special emphasis on the Guide for Selection Committee Members (i.e. information the Selection Committee member can and cannot use during the Phase II evaluation, categories to be scored, instructions for scoring each category).
- c) Remind members of the Selection Committee of the date and time of the Phase II evaluation meeting.

4.4.1.12 Phase II Evaluation

The purpose of the Phase II Evaluation meeting is to review, discuss, and rank the consultant's Technical Approach submittals and Past Performance and determine the final ranking of consultants selected for RFQ. For each of the consultant's Technical Approach

submittals which passed the Phase II Technical Approach Pre-screen Check above, members of the Selection Committee will discuss the consultant's technical approach and Past Performance in detail and provide the CS with a committee rating and committee comments for each evaluation category described in the RFQ. This information will be entered into the RFQ evaluation spreadsheet and a final ranking for Phase II will be determined based on adding the results of Phase I and Phase II then applying standard category weights established by GDOT's Chief Engineer.

4.4.1.13 RFQ Selection Package Approval

The purpose of this phase of the process is to prepare the final selection package for the RFQ and obtain requisite review and approval prior to announcing the selection of the most qualified consultant(s). The steps necessary to accomplish this include:

- a) Upon receiving the final ranking from the Phase II Evaluation process, the CS will prepare the RFQ Selection Package and present it to the TSP Manager for review and approval. The RFQ Selection Package shall contain:
 1. Advertisement (RFQ) and all Addendums.
 2. Consultant's submission pre-screening checklist (Phase I).
 3. GDOT Guide for Selection Committee Members (Phase I and II).
 4. Preliminary ratings and comments from evaluators (this may be waived if all the Selection Committee decided to review all responses.)
 5. Selection Committee ratings for top respondents (Phase I).
 6. Selection Committee comments for top respondents (Phase I).
 7. Selection of finalist's notification and notice to selected finalists.
 8. Consultant's submission pre-screen checklist (Phase II).
 9. Selection Committee overall ratings for Phase I and Phase II.
 10. Selection Committee overall comments for finalists (Phase II).
 11. Past Performance Evaluation information.
 12. Verification of Non-debarment from U.S. government's Award Management (SAM) website (www.sam.gov) for intended awardee(s).
 13. Pre-qualification certification for intended awardee(s).

The CS will forward the RFQ Selection Package to the TSP Manager for review and approval.

If approved, the RFQ Selection Package will be sent to the Procurement Administrator and the appropriate Division Director for review and signatures.

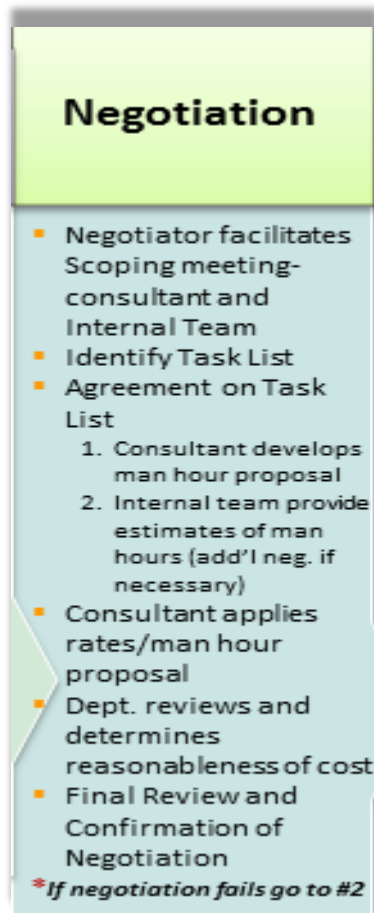
Upon approval and obtaining signatures from the Procurement Administrator and the appropriate Division Director, the CS will prepare the Notification of Award.

4.4.1.14 Announcement of Selection of Most Qualified Firm to Enter Negotiations and Posting of Selection Package

The purpose of the announcement of selection of the most qualified firm is to provide notification to the Finalists as well as any other interested parties of the consultant deemed the most qualified and with whom GDOT will enter negotiations. The CS will post the announcement to the GPR of the most qualified firm with whom GDOT will enter negotiations. Additionally, in the interests of being transparent, the CS will post the

approved selection package to the Department's file transfer site. The location of this site is provided to all of the non-selected finalists at the time of the notification of the most qualified firm. This site remains the same and therefore even firms which are not identified as finalists may access this information to review their scores and comments. GDOT desires that this information serve in lieu of providing verbal debriefs as this information will represent the entire selection proceedings and any further discussions would only serve to provide any clarification on the information presented in the selection package.

Stage 5 - Negotiation



Upon completion of the evaluation and ranking of at least three (3) to five (5), consultants determined highly qualified, GDOT will enter into negotiations with the most highly qualified consultant to arrive at fair and reasonable compensation. In determining fair and reasonable compensation, GDOT will consider the following:

- a) Scope
- b) Complexity
- c) Professional nature
- d) Estimated value of the services to be rendered.

Prior to receipt of the most highly qualified consulting firm's cost proposal, The GDOT PM will prepare a scope of services, schedule, and an independent cost estimate of the services to be performed on the contract/task order.

The PM's independent estimate shall include:

- a) Detailed estimate of the person-hours
- b) Types or classification of labor to complete project tasks.
- c) Other direct contract costs.
- d) Fixed fee for the consultant to complete their contracted work.

******The estimate is only available for GDOT and the FHWA. The estimate is confidential and as such shall not be released to the public at any time and will be used as a basis in the negotiation of the project's costs.

Negotiations should be conducted in good faith, recognizing that compromise may be required to achieve an equitable contract. GDOT's Negotiators must recognize the legitimate interest of the consultant industry in recovering their costs and making a reasonable profit when performing work for GDOT. Conversely, the consultants must recognize the legitimate interest of GDOT in receiving quality work at a fair, competitive, and reasonable cost, to accomplish the work program while maximizing the use of taxpayers' dollars. A contract that is beneficial to both parties is the desired outcome of a successful negotiation.

5.1 Initial Scoping Meeting with Selected Firm(s)

5.1.1 Initial Scoping Meeting

The purpose of the initial scoping meeting is to provide a forum for all parties to discuss and answer questions concerning:

- a) the project/contract
- b) scope of services
- c) method of compensations
- d) instructions for submitting contract information
- e) other pertinent issues at the inception of each contract
- f) Ensure a mutual understanding of the project.

This meeting shall be attended by appropriate representatives of the consultant team, PM, other functional area representative's, SMEs as necessary, and facilitated by a negotiator. The PM will explain and answer questions to clarify project objectives, work activity, or milestone and explain their expectation for developing the project by phases/task orders, anticipated deliverable, and project schedule for the overall project. The negotiator will explain and answer questions to clarify contractual and negotiation requirements and procedures.

Negotiators should ensure that all email notification has been sent to the Selected and Non-Selected Firm(s) and the Award Announcement has been posted to the DOAS Website, prior to negotiations with the most qualified firm(s).

An initial scoping meeting will be scheduled by the negotiator with the most qualified consultant firm(s) and the following items are to be discussed and explained to the consultants and PM during the initial scoping meeting:

- a) Inform the consultant that the scope of service, contract type, payment methods, maximum contract amount, and length of the contract that was advertised in the solicitation/ (RFQ) will be used to develop the Master Contract terms and conditions. Only the scope of services that was advertised in the original solicitation/ (RFQ) will be incorporated into the (Master) Contract, task orders, and any subsequent supplemental agreements.
- b) All prime and sub consultants are required to have a GDOT approved accounting system in order to enter into contracts with the GDOT in addition to a GDOT approved indirect cost rate for the purposes of contract estimation, negotiation, administration, reporting, and contract payments. The status of the prime and sub

consultants accounting system and indirect cost rates will be verified and related to the prime consultant during the initial scoping meeting.

- c) (When applicable) Explain that on-call/ indefinite delivery/indefinite quantity (IDIQ) contracts are for the performance of smaller projects or for performance of routine or specialized services for a number of projects, under task orders issued on an as needed or on-call basis for the advertisement length of contract period not to exceed five (5) years. Task order number one (or a combination of task orders) will need to be negotiated and must meet the advertised minimum contract amount in order to execute the master contract.
- d) Individual task orders will be negotiated following the same requirements, a GDOT independent estimates, consultant cost proposal along with current certified payroll information and ODC's backup documentation.
- e) Individual task order scoping meetings are optional, but should be held for complex projects or where procedural issues exist. The purpose of the scoping meetings should be to provide a forum for all concerned parties to discuss the proposed project, answer questions on the scope of services, method of compensation, instructions for submitting cost proposals/task lists, and other relevant issues. The need for a meeting will be determined by the Negotiator, PM or request by the consultants. The scoping meetings shall be attended by the consultants, PM, and SMEs to help further define and clarify the scope of services, identify the necessary needed tasks to be performed, the correct level of effort needed to complete those tasks and the experience and classification of staff required.
- f) Establish that all consultants cost proposals and GDOT independent estimates shall be submitted to the negotiator ONLY. In the event a GDOT PM receives a consultant cost proposal, they will no longer be allowed to participate in the negotiation process and must be replaced with another GDOT PM, to submit a revised independent estimate.

5.1.2 Master Contract or Supplemental Agreement Creation Approval

An approval for Contract Creation for Master Contract and Supplement Agreements should be submitted to TSP Procurement Manager for approval after the initial scoping meeting and include the following:

- a) A List of the prime and sub consultants with an approved GDOT Accounting System and indirect cost rate for inclusion into the Master Contract, along with the discipline each sub will be performing.
- b) EXHIBIT B, Scope of Services- The scope advertised in the solicitation will be used as the contract scope of services.
- c) EXHIBIT C, Consultant's Fee Schedule with the following information:
 - 1. Project Number (if applicable)
 - 2. Maximum Allowable Cost:

3. Minimum Allowable Cost:
4. Prime Consultant (Current) Provisional Overhead Rate:
5. Minimum % DBE Participation
6. Fixed Hourly Rate/Menu of services to be included into the Master Contract (if applicable)

d) GDOT Project Manager and Contact Information:

7. Office
8. Name
9. Phone Number
10. E-mail address

Firm Contact Person and information:

11. Name
12. Phone Number
13. E-mail address

- e) Federal Identification Number for the prime and sub consultants.
- f) E-Verify/Company Identification Number for the prime and sub consultants.
- g) A signed Georgia Security and Immigration Compliance Act Affidavit form for the prime and sub consultants.

A PDF copy of the signed Contract Creation form should be sent to the CS along with a word documents version to be used in preparing the Master Contract/ Supplemental Agreements.

5.1.3 Negotiating

5.1.3.1 Development of GDOT Independent estimate

Negotiations of contract/task orders cost must begin with developing the scope of services for the project or services, in conjunction with a detailed independent estimate. The independent estimate will be used by the negotiators and serve as the basis for ensuring consultants costs are fair and reasonable and will be used as the basis for negotiations. The independent estimate must be revised to use the selected consulting firm's actual direct salary rates and approved indirect cost rate.

- a) GDOT PM along with the necessary SMEs should develop/refine the independent estimate and scope of services for each individual contract or task orders through the PTIP process. In developing the independent estimate an excel spreadsheet (Cost Proposal Template) should be utilized to detail the appropriate breakdown of work or labor hours, types or classifications of labor required, other direct costs, and appropriate fixed fee for the defined scope of services. The associated scope of service should be written in clear, unambiguous, and precise language describing the required work, complexity, obligation of the consultant and GDOT, deliverables, schedules and other important facets of the project.

- b) The basis for an accurate independent estimate is a well-developed scope of services and a series of needed work activities identified as staffing elements. Those elements should be used for both the GDOT independent estimate spreadsheet/activity template and consultant cost proposal spreadsheet for ease of reconciliation and facilitate the negotiation process.
- c) After completing the PTIP process the PM should submit to the TSP_ mailbox for further handled and assignments to the appropriate staff by the Office of TSP 1.
 - 1. signed PRF
 - 2. A copy of the draft scope of service in word format,
 - 3. Independent Estimate
- d) Once the Negotiator receives the Draft task order/supplemental agreement scope of services (WORD docs) and independent estimate from the CS. The negotiator will remove the hours from the independent estimate excel spreadsheet and strikethrough the tasks that are not necessary for the associated scope of services, which will become the task order activity template/ cost proposal template.

5.1.3.2 Request for Consultant Cost Proposal and Elements of Contract Costs

A standard negotiations email template with an attached PDF copy of the draft task order/Supplemental Scope of Services, activity template and the standard cost proposal template should be sent to the consultants for review and concurrence of the staffing elements in the activity template or request for a scoping meeting. The email should request current certified payroll information for each person who will be working on the task order/Supplemental Agreement (from the prime consultant and each sub consultants) and the detailed support documentation for all ODCs proposed (from the prime consultant and each sub consultants). If a scoping meeting is not needed, consultants are to submit a complete cost proposal to the negotiator ONLY within two week from the date of receiving the e-mail.

The following elements of contract costs must be identified in each consultant cost proposal and shall meet the following requirements:

5.1.3.2.1 Indirect Cost Rates

To assure compliance with the Federal cost principle and consultant cost certification, (23 CFR Part 172.11(3)) consultants indirect cost rates are required to be update on an annual basis in accordance with their annual accounting period and annual consultant cost certification. Consultants are responsible for obtaining approval of their indirect cost rate through GDOT Office of Audits. Once a consultants' indirect cost rate has been accepted by GDOT, the indirect cost rate will be used for contract estimation, negotiation, administration, reporting and contract payment and the indirect cost rate shall not be limited by administrative or facto ceiling of any kind. If a consultant voluntarily proposes to use a lower overhead rate than their current, approved audited rate in order to keep overall project costs competitive, GDOT may accept the lower overhead. The use of a lower overhead rate will not be a condition or qualification to be considered for the work or contract award.

- a) If the proposed project requires the establishment of a field office, a separate overhead rate for the field office can be submitted and approved by the Office of Audits or one may be negotiated.
- b) If the proposed project involves the use of GDOT office space or equipment by consultants, a field office rate (labor and expenses) shall be applied when full time (40hr/wk) consultant staff is assigned in GDOT's Office space.

5.1.3.2.2 Direct Salary or wage rates

Consultant's actual direct salary or wage rates will be used and applied for estimation, negotiation, administration, and payment of contracts and contract modifications. Compensation for each employee or classification of employee must be reasonable for the work performed. If personnel with unusually high salaries are proposed, the negotiators must determine whether there is sufficient need for that individual to justify their work on the project at that rate. If there is not a legitimate need for their expertise, they will not be allowed to bill time on the project.

- a) Cost proposals shall detail the wage rates for each classification of positions proposed for the scope of services along with their proposed hours (level of effect) for the associated task to be performed.
- b) If average for select employees are used, payroll information and an explanation of how the average rates was computed (i.e., straight average, weighted average, etc.) must be provided. In this the case, care should be taken that only employees actually committed to and needed for the project are used in computing the average.

If the consultant's average rates for specified job classification are used, appropriate company records that identify employees with the classes and their respective wage rates shall be submitted.

The wage rates must be certified in writing as being current and accurate by an appropriate company official on that particular date and must clearly identify the employees by name, title, and hourly rates. Include the employees official job title with the company and the job classification used in the cost proposal. GDOT may require payroll registers and/or resumes to confirm the accuracy of the pay rates and validate and confirm employee qualification.

5.1.3.2.3 Fixed fee

The scope, complexity, contract duration, degree of risk borne by the consultant, and professional nature of the services as well as the size and type of contract will be consider in determining the amount of fixed fee. GDOT has established 8% as the base fixed fee for consultant (both prime and sub consultants).

Prime consultants might be eligible for upward adjustment of fixed fee based on the following factors: schedule, complexity, and range of scope. The project must have **MOST** of the listed characteristics to be considered for a fixed fee adjustment, and the Department will make the final decision on whether or not an adjustment will be granted.

a) **CONSULTANT SCHEDULE**

Normal Schedule

A normal schedule is not eligible for an upward adjustment. Each project in a contract will have an individual schedule at the time of Notice to Proceed. No extraordinary scheduling of consultant personnel or resources is required.

Expedited Schedule

The project is to be accomplished at a faster than normal rate requiring special scheduling and reallocation of resources by the consultant. An expedited project schedule is eligible for an upward adjustment of one (1) percent.

Highly Expedited Schedule

The project is to be accomplished at a faster rate requiring significant allocation and scheduling of the consultant's resources. A highly expedited schedule is eligible for an upward adjustment of one (1) and one quarter (¼) percent.

COMPLEXITY

The level of complexity of a project is defined below.

Low Complexity

A project of low complexity is not eligible for an upward adjustment. Projects with low complexity are typically minor projects with little Right of Way (R/W) acquisition and consist of Categorical Exclusion (EC) environmental documents with minimal public involvement process. They involve relatively simple project staging plans, use of on-site detours and minor erosion control issues. There are no bridges or minor bridges required, minor utility relocation and few location or other alignment issues. There are few topography issues.

Medium Complexity

Projects determined to be of medium complexity are eligible for an upward adjustment of one (1) percent. These are typically major projects with R/W acquisition, and a high number of parcels. They involve EA (or difficult CE) Environmental Documents. Moderate to difficult construction is needed, staging plans are required, and minor erosion control issues exist. Some Federal Highway Administration (FHWA) coordination is required. These projects involve bridge issues, several utility relocations and typically, Subsurface Utility Engineering (SUE) Level C or D is required. A Value Engineering (VE) study is required. Some topography and R/W acquisition issues exist. They consist of approximately 15 to about 50 parcels, but with less than five relocations.

Highly Complex

Projects of a highly complex nature are eligible for an upward adjustment of one (1) and one quarter ($\frac{1}{4}$) percent. Typically, these are major projects with difficult R/W acquisition, and a high number of parcels. They require an Environmental Impact Study (EIS) or difficult Environmental Assessment Documents. Moderate to very difficult construction is required, staging plans are needed and major erosion control issues exist. Significant FHWA coordination is required. Complex bridge issues are present, utility relocation is needed, and typically, SUE Level A or B required. A detailed VE study is necessary. Major topography issues are in existence as well as major R/W acquisition issues. Approximately 50 or more parcels are involved OR, if an interstate or interchange project, less than five parcels make be considered highly complex. Major interchange reconstruction, the development of several alternatives, multiple agency coordination, and complex traffic analyses are necessary.

RANGE OF SCOPE

The range of scope involved is outlined below.

Limited Range of Scope

A project with limited range of scope is not eligible for an upward adjustment. A project is considered as having a limited range of scope when the concept is completed and approved by GDOT. The database is completed by the Department. Environmental documents are complete or near complete. A minimum level of public participation is involved and little opposition to the project exists. The Practical Alternative Report (PAR) is complete, few alignments issues are present, and no VE Study or simple study is required. There are no archeology sites or 4f property and minor R/W is required with few R/W displacements. There is minimum railroad involvement, minor Utility Relocations, no SUE requirement and few local government issues.

Moderate Range of Scope

A project involving moderate range of scope is eligible for an upward adjustment of one (1) percent. A moderate range of scope project is one in which the concept is approved by the Department but needs some revisions. The database is not provided by the Department. The environmental document is not complete or nearly complete. No public information or stakeholder meetings have been held. PAR is incomplete, alignment issues exist, a VE Study is required and some archeology sites and/or 4f property are present, and other environmental issues involved. Moderate R/W is required as well as some R/W displacements. Some public participation is required with and there is some opposition to the project. There are utility relocations, SUE requirements, some local government issues, as well as railroad involvement.

Expanded Range of Scope

A project considered as having an expanded range of scope is eligible for an upward adjustment of one (1) and one half ($\frac{1}{2}$) percent. These projects consist of the following. Concept Development is the responsibility of the consultant. The database is not provided by GDOT. The environmental document is not

begun or nearly complete. No public information or stakeholder meetings have been held. PAR has not begun, alignment issues exist, a VE Study is required, possible archeology sites and/or 4f property is present, and significant environmental issues are existent. Considerable R/W is required, numerous R/W displacements will occur, public participation is required and there is significant opposition to the project. There are Utility Relocations, SUE requirements, local government issues, as well as railroad involvement.

Consideration for other factors or circumstances in which a prime (or sub consultant) would receive a fixed fee adjustment will be examined on a case by case basis during the contract negotiating. Task order contracts will also be examined on a case by case basis. All recommended Fixed Fee Rates above 12% will require a **WRITTEN JUSTIFICATION AND APPROVAL** by the Division Director. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exists.

Consultants will be paid an agreed-upon amount for a fixed fee, based on the actual scope of services completed, together with all actual costs incurred in the performance of the scope of services. The prime consultant fee will not vary, even though the actual cost may. sub consultant fee will vary based upon the percentage of work completed by that sub consultant. An adjustment to the fixed fee may be justified only after GDOT has required substantial changes in the scope, objectives, complexity, or character of work to be performed through a formal contract modification. Overruns in the costs of the work will not automatically warrant a contract modification.

Overruns in the cost of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

5.1.3.2.4 Other Direct Cost

The Federal cost principle will be used in determining the reasonableness, allowability, and allocability of direct contract costs. The consultant should own most of the equipment required to provide the work and services. The cost of this equipment should be included in the consultant indirect cost rate. Cost for specialized equipment should be billed at the actual cost incurred by the consultant. Equipment should be considered “specialized” if it cannot be considered standard equipment for that particular consultants normal operation business needs.

It is the responsibility of the consultant to account for costs appropriately and maintain adequate records and supporting documentation to demonstrate costs claimed to have been incurred are allocable to the contract, and comply with applicable cost principles. It’s important to note that all costs or prices based on estimated costs for contracts or task orders shall be eligible for Federal-aid reimbursement only to the extent that cost incurred or cost estimates included in

negotiated prices are allowable in accordance with the Federal cost principles. The following are commonly allowable ODC's and acceptable supporting documentation:

- a) Travel costs, costs for transportation, lodging, meals, and incidental expenses by consultants on official company business are allowable, subject to the limitations contained in FAR Part 31.205 Travel Cost.
- b) Air fare must be based on coach rates with reasonable advance purchases.
- c) Costs for rental cars must be based on the use of compact cars, unless otherwise justified and approved by GDOT.
- d) Mileage for private vehicles must be at the U.S. General Services Administration (GSA) rate. GDOT should not be billed for mileage on a company owned vehicles. Travel time and mileage to and from project sites is billable to the project; daily commuting time is not billable.
- e) External reproduction – need cost sheet from external vendor
- f) Delivery, overnight, courier – need cost sheet from external vendor
- g) Parking cost must be reasonable
- h) Other direct cost include in the cost proposal should be directly associated with that specific project and allowable and reasonable in accordance with FAR cost principle.
- i) Written quotes from vendors, invoices reflecting prices paid on previous purchases, copies of catalog pages, etc., may be used as support for the proposed prices.
- j) Consultant should obtain and provide quotes from three (3) different vendors when provided non-professional services that may include items such as core borings, subsurface drilling, traffic control services, equipment rates, court reporters, translators, and aerial photography. The lowest rate should be used and if not consultant should document the reasoning for not using the lowest rates. Documentation of the bid results or price quotes should be retained in the project file.
- k) If laboratory testing services for geotechnical investigation, structure testing, or other types of evaluation are being considered, they will be categorized as non-professional services. There should be a schedule of prices per test in the consultant cost proposal. Testing must be in a laboratory certified by the AASHTO Materials Reference Laboratory (AMRL) and test results will need to be reviewed and attested by a registered Professional Engineer. The consultant will include a schedule of price per test in their cost proposals. Work on a unit price basis will be required to provide a copy of their standard fee schedule and attest that the fees contained therein are the normal fees for such services whether for private or governmental clients. All vendors

must be named in the agreement in order to be considered an authorized vendor.

I) Direct expense Rate

1. GDOT has established a nonnegotiable eight percent (8%) direct expense rate for estimating direct project expense during negotiation of cost plus fixed fee contracts/task orders only. The direct expense rate can only be used for disciplines within the scope of service that warrants the need for ODCs and the consultant anticipates incurring direct project expense. The direct expense rate can be used by prime consultants and sub consultants to establish an estimated ODC cost.
2. The direct expense rate (DER) will be calculated by multiplying 8% of the proposed Direct Labor Cost (DLC) excluding premium overtime and escalation.

$$(DLC \times 8\% = DER)$$

- A. Consultant that chose to use the direct expense rate for estimating purpose will not be required to submit supporting documentation during contract negotiation, however a written statement certifying the need and anticipated ODC's for the project will be required. GDOT reserves the right to request supporting documentation at any time and for any reason.
- B. It is the consultants' responsibility to account for costs appropriately and maintain adequate records and supporting documentation to demonstrate costs claimed have been incurred, are allocable to the contract, and comply with applicable cost principles. It's important to note that all costs or prices based on estimated costs for contracts shall be eligible for Federal-aid reimbursement only to the extent that cost incurred or cost estimates included in negotiated prices are allowable in accordance with the Federal cost principles.
- C. If a consultant estimate that their ODCs will be greater than the established 8% cost, the consultant must provide sufficient supporting documentation to support the basis for all expenses contained in the cost proposal.

5.1.3.2.5 Sub consultant/vendor Costs:

- a. Sub consultant costs must be specifically identified in the cost proposal and supported in a manner that will allow the negotiator to make a determination that the proposed costs are fair, reasonable, and competitive. Intended use of all lower tier subs, must be disclosed during contract negotiations, regardless of tier level. Unauthorized use of subs consultant are

not in accordance with the Standard Professional Services Agreement, Article #107 USE OF SUB-CONSULTANTS which states: “Any change to this list of preapproved sub consultants must be approved by the Department in writing. The consultant agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the Department.” Sub consultants shall follow the same guidelines as the consultant regarding direct labor, indirect cost rate, direct expense and fixed fee. The Project Principal Labor Classification is not permitted on any sub consultants’ cost proposal breakdown.

The combined total dollar value of all sub consultant contracts shall not exceed 49% of the total dollar value of the contract.

5.1.4 Negotiation of Work Effort and Cost

- a) Once the negotiator receives the consultant’s cost proposal, a comparison between GDOT’s independent estimate and the consultant’s cost proposal will be performed to ensure that the proposed staff hours are reasonable for the specific project and the necessary work activity. It is also critical to determine if a reasonable distribution of work among various levels of staff is proposed to ensure the most economical staffing commensurate with the complexity of the project. Discussions will be conducted with the consultant to resolve differences between the GDOT’s independent estimate and the consultant’s cost proposal. The negotiations for work effort should focus on the scope of services for the purpose of clarifying and resolving any difference concerning the scope of the project and the level of effort necessary to accomplish the project. The objective of work effort negotiations is to ensure that estimated work effort is fair and reasonable. Each project must be independently evaluated to determine a fair estimate of required staff hours. The basis for the estimate should be the specific requirements for the project under consideration together with a history of actual staff requirements for past projects with similar requirements. Where specific requirements cannot be identified during the negotiation phase, a limiting amount will be made to serve as the basis of the contract.
- b) Overall cost or bottom line price alone are not justification to terminate negotiation with a firm. The negotiator must make a good faith effort to negotiate the scope, level of effort and reasonable price. If the programmed funding or project budget is not adequate to accommodate the cost of the contract once, the consultants and GDOT independent estimate are within an acceptable range. The Negotiator along with GDOT PM must consider reducing, clarifying, and/or re-negotiation the detail of the scope (e.g., tasks, scheduled, deliverables, and assumptions), person-hours, or classification for completing tasks. The focus on only overall cost or bottom line price, without regard for the scope of work and associated level of effort is contrary to the intent of the qualification based selection process. If GDOT and the most highly qualified firm are unable to negotiate a fair and reasonable contract, GDOT will formally terminate negotiations and undertake negotiations with the next most qualified firm, continuing the process until an agreement is reached.
- c) The negotiator will perform a detailed cost analysis of the various cost elements to determine if the cost elements contained in the cost proposal are correct and necessary for the

performance of the required services. Any errors, deficiencies, omissions, etc., noted during the review of the consultant cost proposal will be brought to the attention of the consultant, and corrected data will be requested immediately.

- d) If GDOT is unable to negotiate a satisfactory contract with the most highly qualified firm, GDOT will formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If GDOT is unable to negotiate a satisfactory contract with any of the selected firms, GDOT will select additional firms in order of their competence and qualification and continue negotiation until an agreement is reached or initiate a new selection.

5.1.5 Establishing the Method of Compensation

GDOT will determine the payment methods to be utilized during the negotiation process. The two basic categories of payment for consultant's services are Firm Fixed Fee and Cost Reimbursement. The primary difference between these two categories is that with the Firm Fixed Fee the consultant is assuming the cost risk of performance, whereas with the cost reimbursement, GDOT assumes the risk.

Firm fixed fee contracts are most appropriate when the scope of services is well defined. The cost reimbursement contract should be used when such definitive requirements do not exist and the cost uncertainties of performance are high. The method of payment to the consultant shall be set forth in the original solicitation, contracts, contract modification and each task order and the only methods of compensation allowed on Federal-aid highway projects are: Cost Plus Fixed Fee, Lump Sum (Firm fixed Fee) Cost per unit of work (Menu of Services) and Specific rates of compensation.

The cost plus a percentage of cost and percentage of construction cost methods of payment shall not be used. Compensation for professional services contract/task order will involve one or more of the following methods:

- a) Cost plus fixed fee is a cost reimbursement payment method. The fixed fee does not vary, even though the actual cost may. However, it may be adjusted through negotiation, because of significant changes in the scope of service or duration to be performed. Because the fixed fee does not vary in relation to the consultant's ability to control cost, the cost plus fixed fee contract provides for a low risk to the consultant and provides only a minimal incentive for effective cost management. Therefore, an audit at the completion of the work is very important. The fixed fee is based on the scope, complexity degree of risk and specialized expertise associated with the project.
- b) The Cost plus Fixed Fee method is used when the Scope of Services is well-defined, but the total engineering effort required to complete the work cannot be estimated precisely. Cost Plus is the most commonly used payment for preliminary engineering and design. The consultant is paid an agreed-upon amount for a fixed fee, based on actual scope of services completed, together with all actual costs incurred in the performance of the scope of services, a change in the amount of fixed fee can be made if the scope of service or duration changes.
- c) Lump Sum is a negotiated payment method, it provides for a price which is not subject to any adjustment because of cost changes the consultant might encounter in the

performance of the work. Because the consultant assumes full responsibility, in the form of profits or losses, for all the costs under or over the firm negotiated price, it has a maximum profit incentive for effective cost control in contract performance. This type of payment method imposes a minimum administrative burden on the contracting parties. This payment method is suitable when reasonably definite design or performance specifications are available and whenever fair and reasonable prices can be established and agreed to at the outset. The Lump Sum method is used when the scope of services is well-defined and the total engineering effort can be estimated accurately. A change in the amount of lump sum can only be made if the scope of services changes materially.

- d) **Cost plus Unit of Work, (Menu of Services):** This is a cost reimbursement payment method that provides for the payment to the consultant of allowable cost incurred in the performance of the contract subject to an agreement maximum amount. This method of payment is suitable for use when the effort per unit of work is well-defined but the number of units is uncertain. It is essential that the consultant have a record of the actual work completed.
- e) **Specific Rates of Compensation (Billable Rates)** This cost reimbursement payment provides for the acquisition of services on the basis of direct labor hours at specified fixed hourly rates (rates include wages, overhead, Profit) and other direct cost, subject to an agreement maximum amount. A specific rate of compensation is established for each labor class or employee by multiplying the wage rate by the specific rate factor established in each consultant contract.
- f) This payment method should be used only when it is not possible at the time of contracting to estimate the extent or duration of the work or the estimate costs with any reasonable degree of accuracy. This specific rates of compensation payment method should be limited to contracts or components of contracts for specialized or support type services where the consultant is not in direct control of the number of hours worked, such as construction engineering and inspection. When using this payment method, GDOT shall manage and monitor the consultant's level of effort and classification of employees used to perform the contract services.
- g) Financial risk to the consultant is minimal under the "specific rates of compensation" and the fee component of the fixed hourly rate(s) should be commensurate with that limited risk. As with other payment methods, the fee should be based on the anticipated scope and complexity at the time of contract negotiation.

5.1.6 Contract Modifications

Amendments to the terms of the contract that change the cost of the contract; significantly change the character, scope complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed, shall be authorized by the issuance of an approved written contract modification. A Contract Modifications shall clearly define and document the changes made to the contract, establish the method of payment for any adjustments in contract costs, and comply with the terms and conditions of the contract and original procurement. GDOT will negotiate the Contract Modification following the same procedures as the negotiation of the original contract. GDOT may add to the contract only the type of services and

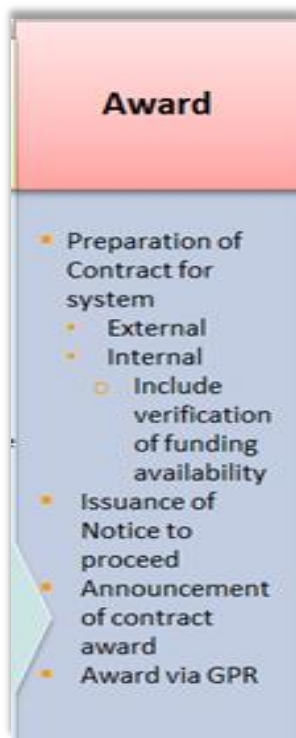
work included within the scope of services of the original solicitation from which qualifications based selection was made. For any additional engineering and design, related services outside of the scope of services established in the original request for qualifications, GDOT will procure these services under a new solicitation, use a different contract under which the services would be within the scope of work, or perform the work itself.

GDOT is not responsible for payment of any work performed by consultant prior to receipt of a fully executed contract modifications or Notice to Proceed (NTP). Any extra work performed by consultant, without an approved and executed contract modification is done at the consultant's risk.

5.1.7 Notification that Negotiations have been completed and retaining documentation of negotiation activities

- a) Once cost is approved by the negotiator, a notification is sent to the TSP management for approval of the cost and
- b) Once approval is received, a draft task order and a copy of the consultant's Cost Proposal is sent from the Negotiator to the CS for development of the final task order/Supplemental Agreement. Also, if the task order has been revised during Negotiations, the revised task order or Contract Modifications scope of services is sent along with the Cost Proposal.
- c) The negotiator will be responsible for maintaining and retaining documentation of the negotiation efforts in the contract file including dates of any negotiation meetings, comparison of total hours and costs included in the consultant and GDOT internal estimates.

Stage 6-Award



The purpose of the Award process is to outline the steps necessary for officially making the award. The award process cannot begin until negotiations have been completed.

6.1 Contract Preparation

a. *Required Provisions*

Upon completion of negotiations with the selected firm, the CS will prepare the contractual agreement to be executed between GDOT and the selected firm. The CS will ensure that the correct approved contract template is utilized which will include at a minimum:

1. Administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and provide for such sanctions and penalties as may be appropriate.
2. Notice of contracting agency requirements and regulations pertaining to reporting.
3. Contracting agency requirements and regulations pertaining to copyrights and rights in data.
4. Access by recipient, the sub-recipient, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. Retention of all required records for not less than 3 years after the contracting agency makes final payment and all other pending matters are closed.
6. Standard DOT Title VI Assurances (DOT Order 1050.2).
7. Disadvantaged Business Enterprise (DBE) assurance, as specified in 49 CFR 26.13(b).
8. Prompt pay requirements, as specified in 49 CFR 26.29.
9. Determination of allowable costs in accordance with the Federal cost principles.
10. Contracting agency requirements pertaining to consultant errors and omissions.

11. Contracting agency requirements pertaining to conflicts of interest, as specified in 23 CFR 1.33 and the requirements of this part; and
12. A provision for termination for cause and termination for convenience by the contracting agency including the manner by which it will be effected and the basis for settlement.
13. All contracts exceeding \$100,000.00 shall contain, either by reference or by physical incorporation into the language of each contract, a provision for lobbying certification and disclosure, as specified in 49 CFR Part 20.
14. A provision that all subcontracts shall include the above provisions, either by reference or by physical incorporation into the language of each subcontract.

b) Contract Template Types

Contract Templates will be based on the three allowable contract types to include Project-Specific, Multi-Phase Project Specific, and On-Call or Indefinite Delivery Indefinite Quantity (IDIQ). Considerations for each of these type contracts include but are not limited to:

1. *Project Specific:* The project specific template will be utilized when the entire scope of the project can be negotiated in a single phase. This contract and its scope will encompass all of the project specific work to be accomplished through the contract and will define the schedule of the work to be performed and how payment will be made.
2. *Multi-Phase Project Specific:* The multi-phase project specific template will be utilized when the entire scope to be performed cannot be determined at the time of initial negotiations. The scope of this contract will be general in nature since the specific work to be performed and how payment will be made will be identified and authorized by subsequent subordinate agreements which shall be referred to as Phase Orders or Task Orders (even though task orders is most closely associated with IDIQ contracts). The term of this contract will generally initially be for five (5) years but can be extended longer given the needs of each project. The contract will not be executed until at least one phase/task order has been negotiated and is ready for execution. The amount of the phase/task order must be equal to or greater than the minimum consideration provided for in the contract in order to proceed with the execution or multiple phase/task orders must be readied prior to execution of the contract.
3. *On-Call/IDIQ:* The On-Call/IDIQ contract template will be utilized when it is not known how much work will be accomplished through the contract and all work will be issued to an undetermined number of projects through task orders. The scope of this contract will be general in nature since the specific work to be performed and how payment will be made will be identified and authorized by subsequent subordinate agreements which shall be referred to as Task Orders. The term of this contract will be for a maximum of five (5) years. However, the term will generally be for three (3) years with the option for extending the contract up to two (2) years. Work will typically be assigned to this type contract during the first three (3) years with the remaining two years serving to allow previously assigned work to be completed. The contract will not be executed until at least one task order has been negotiated and is ready for execution. The amount of the task order must be equal to or greater than the minimum consideration provided for in the contract in order to proceed with the execution or multiple task orders must be readied prior to execution of the contract.

Contract Review and Approval

Prior to the contract being forwarded to the consultant for signature, the CS will provide the complete contract (including any necessary phase/task orders) to TSP management who will review to determine that the correct template has been utilized, that all required provisions are included, and that negotiations have been properly completed. Once reviewed and approved, the CS will forward the contract (and any applicable phase/task orders) to the consultant for signature.

6.2 Contract Execution and Notice to Proceed

a) External Signature Routing

The CS will forward the approved contract and any applicable phase/task orders to the consultant's contact listed in its SOQ for execution. The contract will be forwarded as a .pdf file electronically, either via e-mail or through an electronic signature application. The contract will require the consultant to sign and attest and has numerous exhibits and attachments which must be signed in order to comply with all contractual and legal requirements.

Internal Signature Routing

Once the consultant has returned the signed contract back to the CS, either via hard copy or the electronic signature application, the CS will review to ensure that no unallowable changes have been made. If any changes were made, the CS and procurement management will review the changes and will determine if any of the changes may be allowable per state and federal regulations. If any changes are allowable by state and federal regulations, the CS will forward the changes to the Department's Legal Services staff for consideration. Any changes which are deemed allowable will be incorporated into the final version of the contract. Once the final version of the contract is approved, the CS will enter the contract into the Department's internal routing process where it will be reviewed by appropriate individuals as follows:

1. GDOT's Chief Procurement Officer will review for compliance with procurement requirements.
2. Department's Using/Owner Office will review for scope and will ensure that appropriate and sufficient funding is available to cover the work authorized by the contract and/or phase/task orders.
3. Department's Chief Engineer (Planning Administrator if applicable) will review to verify contract is in accordance with desired outcomes.
4. Department's Legal Services office will review for legal form and requirements.
5. Department's Treasurer will review and verify that funding is available.
6. Department's Commissioner will review and execute the contract.
7. Department's Treasurer will attest to the Commissioner's signature.

Once the contract has been fully executed, it will be forwarded back to the CS who will verify all signatures have been obtained and will place copies in appropriate locations within the Department and distribute an original to the consultant.

Notice to Proceed

8. Project Specific Contracts: The CS will distribute the original to the consultant and will typically provide the Notice to Proceed (NTP) unless directed otherwise by the PM. Providing the NTP along with the executed project specific contract will ensure that work can begin as soon as possible.

9. Multi-Phase Project Specific/IDIQ-On-Call: The CS will distribute the original contract and the associated phase/task order to the consultant and will also typically provide the NTP for the phase/task order unless directed otherwise by the PM. Providing the NTP along with the executed phase/task order will ensure that work can begin as soon as possible. For these type contracts, the NTP is issued with the phase/task order since the contract does not authorize any work itself.

6.3 Post Selection Announcement to the Georgia Procurement Registry (GPR)

Once the contract and phase/task orders are executed, and the applicable NTP issued, the final step in the procurement process is to officially post the selection award to the Georgia Procurement Registry. The notice of award is posted to the same location as the original solicitation posting utilizing a pre-determined template. Once the notice of award is posted, the procurement phase is officially over, and any documents produced under the selection, negotiation, and/or execution are eligible and available for any open records requests. Prior to execution, these documents were considered protected information and not subject to the Georgia Open Records Act.

Stage 7 - Contract Administration



The following section details the procedures GDOT follows in relation to contract administration for engineering and design related services that have been procured by the Office of Procurement TSP section.

7.1 Transportation Audit Services

Audit services are part of GDOT's internal control policies and procedures implemented to ensure that all funds expended through Professional Service Agreement with consultant are in accordance with applicable laws and regulations.

7.1.1 Overhead (Indirect Cost) Rate

FAR audit information, internal control questionnaire, new indirect cost rate report and a certified payroll rates schedule must be submitted annually to the Office of Audits. The overhead rate should be based upon actual costs that are allowable per the Code of Federal Regulations Title 48, Federal Acquisition Regulations (FAR), Chapter 1, Part 31.2. The Office of Audits will send a report to the Office of TSP with a list of approved consultants and their approved indirect cost rates. This report will include any findings and recommendations that will assist the Office of TSP during negotiations.

Consultants are encouraged to have their overhead rates audited by an independent Certified Public Accounting (CPA) firm. Audit reports issued by CPA firms should be conducted in accordance with *Government Auditing Standards* (also referred to as "Generally Accepted Government Auditing Standards", "GAGAS" or "Yellow Book Standards") promulgated by the U.S. Government Accountability Office. The Audit Report should be accompanied by a Report on Internal Controls over Financial Reporting and On Compliance and Other Matters Based on an Audit Performed in Accordance with *Government Auditing Standards*.

Note: Federal Statutes (23 USC 112(b)(2)(C)) and 23 CFR 172.11(b)(1)(ii) requires GDOT to accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency, if such rates are not currently under dispute.

The Office of Audits will determine what type of audit review procedures to apply. Procedures include but are not limited to:

- a) In-depth audit examination by GDOT's Office of Audits staff.
- b) Desk audit review procedures by GDOT's Office of Audits staff.
- c) Recommend acceptance based upon immateriality, past favorable experience and assessment that the risk of material misstatement is low.
- d) Review of CPA's working papers in accordance with the current edition of AASHTO's Uniform Audit & Accounting Guide for Audits of Architectural and Engineering Consulting Firms.
- e) Travel to the consultant's office or their accounting firm, as appropriate, to examine documentation and/or to hold discussions with the company staff.

Upon completion of the overhead rate review, a written notification will be provided to the Office of TSP and the consultant. Unless otherwise stated, the consultant's cost proposal should be computed using the overhead rate for the consultant's most recently completed fiscal year.

The consultant's certification of final indirect cost shall read as follows:

7.1.2 Certificate of Final Indirect Costs:

This is to certify that I have reviewed this overhead rate proposal to establish final indirect cost rates and to the best of my knowledge and belief:

- a) All costs included in this overhead rate proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the FAR of Title 48 CRF, part 31
- b) This overhead rate proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

Firm: Signature: _____

*Name of Certifying Official: _____

Title: _____

Date of Execution: _____

*The "Certifying Official" must be an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under GDOT agreement.

7.1.3 Facilities Capital Cost of Money (FCCM)

Facilities Capital Cost of Money (FCCM) is an imputed cost intended to compensate consultants for their investment in fixed assets and facilities. These costs are billed to a project as a percentage of

direct labor. The FCCM percentage rate must be developed in accordance with the principles and procedures contained in 48 CFR Part 31.205-10.

Consultants are not required to include FCCM in their cost proposals or project invoices. However, if a consultant chooses to bill FCCM, it must be specifically identified in the cost proposal relating to the agreement under which the cost is to be billed. If FCCM is not included in the negotiated cost proposal, the consultant waives any right to claim it on its actual cost billings.

If a consultant chooses to develop an FCCM rate, the FCCM cost and resultant percentage rate should be shown as a separate line item in the overhead rate schedule, or disclosed in the notes. This is necessary to distinguish cost of money from the company's other expenses. This is required, per FAR 15.404-4, profit/fee does not include amounts applicable to facilities capital cost of money.

The methodology for computing the FCCM rate involves determining the FCCM cost and dividing it by the appropriate allocation base (in most cases this is the direct labor base).

The FCCM cost represents the average book value of the fixed assets/facilities investment base multiplied by the appropriate cost of money rate for the consultant's business year. The cost of money rate is the arithmetic mean of the Prompt Payment Act Interest Rates specified by the U.S. Secretary of Treasury. These rates are published semiannually in the Federal Register on or about January 1 and July 1. For a fiscal year ending December 31, the arithmetic mean would be the simple average of the rates for the January 1 through June 30 period and the July 1 through December 31 period. A history of prompt payment interest rates can be found on the Department of Treasury web site at: <http://www.fms.treas.gov/prompt/rates.html>

The allowable percentage for labor overhead allocable to a project is the ratio of a firm's total allowable overhead costs to a firm's total direct salary costs for a given period.

Suggested guidance for preparing overhead and FCCM rates is contained within the latest edition of the AASHTO Uniform Audit & Accounting Guide, available on-line at: <http://audit.transportation.org/Documents/uaag-3%20final.pdf>

7.2. Professional Service Agreement Pre-Award, Interim, and Final Cost Audit Reviews

7.2.1 Pre-Award Audit Review

Following the selection of a consultant, the consultant needs to provide their latest overhead (indirect cost) rate schedule, certification of costs used to establish the overhead rate, cognizant rate approval letters/reports, if applicable, independent auditor's report on schedule of indirect costs, if applicable, and at the discretion of GDOT, other appropriate information to be used by the Office of Audit for a Pre-Award Audit Review.

The Office of TSP may request a pre-award audit review whenever one or more of the following circumstances exist:

- a) There is insufficient knowledge of the adequacy of the consultant's accounting system's ability to track direct labor costs, overhead rate and direct non-labor expenses, and its ability to keep separate non-allowable costs.
- b) The consultant's proposed overhead and the Facilities Capital Cost of Money (FCCM) rate have not been reviewed and accepted by the Office of Audits or, additional assurances are

needed that the labor and/or direct non-labor cost rates are representative of current actual rates.

- c) There are questions about the propriety of any of the proposed cost items.

If the Office of TSP determines that a Pre-Award Audit Review is appropriate, they will submit a request, in writing, to the Office of Audits. The request for services should be specific as to the areas that need review (e.g. accounting system, overhead rate, labor rates, direct non-salary rates, etc.). The request should identify the project number, control number, project name, and a completion date, if applicable. The request should also include copies of documents pertinent to the objectives of the review; such as, the cost proposal, overhead/FCCM rate schedule, etc.

The purpose of a pre-award audit review is to communicate with the consultant and GDOT Office of TSP regarding potential issues relative to the consultant's cost accounting system, overhead rate, and individual elements of the cost proposal.

The pre-award audit review consists of verifying that the consultant's accounting and invoicing is in accordance with applicable laws and regulations. This includes the following:

- a) The accounting system is capable of adequately recording accounting transactions and financial matters.
- b) The proposed overhead is acceptable.
- c) The FCCM percentage is acceptable.
- d) The basis of proposed labor rates and direct non-salary rates is reasonable.
- e) The proposed direct non-labor cost categories are eligible for inclusion as direct cost items. (A cost may not be charged as a direct expense and be included in the indirect cost pool.)

When the pre-award audit review is completed, the Office of Audits will send a written response to the Office of TSP detailing the findings. The consultant may be required to furnish additional information for review of unresolved audit issues.

7.2.2 Interim Cost Audit Review

Interim cost audits are performed based on a sample of GDOT's entire current list of ongoing projects. The auditor's primary objective is to examine the consultant's cost representations, in whatever form they may be presented (such as interim and final public vouchers, progress payments, incurred cost proposals, termination claims and final overhead claims), and to express an opinion as to whether such incurred costs are reasonable, applicable to the contract, determined under generally accepted accounting principles and cost accounting standards applicable in the circumstances, and not prohibited by the contract, by statute or regulation, or by previous agreement with, or decision of, the CS. In addition, the auditor must determine whether the accounting system remains adequate for subsequent cost determinations which may be required for current or future contracts. The discovery of fraud or other unlawful activity is not the primary audit objective; however, the audit work should be designed to provide reasonable assurance of detecting abuse or illegal acts that could significantly affect the audit objective.

7.2.3 Notification of Completion-Interdepartmental letter From Applicable Office

At the completion of services outlined in a Professional Service Agreement, the PM or the Office of TSP shall send the Office of Audits a formal letter giving notification of contract completions or contract terminations.

The intent of this letter is to notify the Office of Audits that they may initiate audit activities on the Professional Service Agreement. The PM or the Office of TSP will certify, by completing and emailing this letter, that:

- a) All services provided under a particular agreement are complete.
- b) The final work product has been delivered to the State in accordance with the agreement.
- c) The services and final work product have been accepted by GDOT.
- d) There are no outstanding issues to be resolved regarding the services and work product.
- e) The final invoice has been submitted.
- f) The above listed criteria also are applicable if the Professional Service Agreement is terminated early.

7.2.4 Final Cost Audit Review

Receipt of the Letter of Completion or Termination by the Office of Audits is the notification that the costs invoiced under a Professional Service Agreement are ready for a final cost audit review. The objectives of the cost audit review are to provide reasonable assurances that the submitted amounts are accurate; are supported by adequate accounting records; resulted from accomplished and duly authorized work; and, are allowable in accordance with laws, regulations, policies and procedures applicable to the project. If sub consultants costs are submitted for payment, they will also be subject to audit review to determine if costs and fee for profit are in accordance with the agreement and that overhead costs are in compliance with the requirements of the cost principles contained in 48 CFR Part 31.

The nature and extent of GDOT's cost audit review procedures will be determined on a case-by- case basis after an evaluation of the project costs and potential for noncompliance with the terms of the agreement, applicable laws, regulations, policies, and procedures. Opinions expressed in the Governmental Agencies' Independent Auditor's Reports issued in accordance with OMB Circular A-133 will also be taken into consideration, when applicable. If circumstances warrant, cost audit requirements can be waived. A risk-based oversight assessment process as described in 23 CFR Part 172.11 will be utilized. The assessment will be conducted and documented on an annual basis considering risks of noncompliance with federal cost principles per consultant doing business with GDOT.

It is the consultant's responsibility to supply GDOT, when requested, with the following: sub consultant agreements, source documentation (timesheets, JCL, travel receipts, etc.), accounting records, and project records. sub consultants should provide similar source documentation for their direct labor cost, direct non-labor costs, and overhead costs.

Based on the results of the cost audit review process, final reimbursement to the consultant will be adjusted to exclude ineligible costs and include any additional costs that GDOT determines are eligible.

The Office of General Support and Administration are responsible for gathering and storing all departmental documentation and reports including:

- a) Consultant Invoicing packages
- b) Pre-award audit
- c) Final Cost Audit Review memos
- d) Audit waiver memos
- e) Applicable audit correspondence

7.3 Local Public Agency Consultant Procurement and Program Oversight

In accordance with the FHWA-GDOT Stewardship and Oversight Agreement for Georgia, dated MAY 29, 2015, referred to as the Stewardship Agreement, the Georgia Department Transportation (GDOT) may delegate to the local public agencies (LPAs) the authority to self-administer (SA) projects or administer a project using Certification Acceptance (CA) program. 23 CFR 1.11 and 635.105 authorize GDOT through the GDOT Local Public Agency Section, to delegate certain activities, under its supervision, to the LPAs for FAHP projects that meet the criteria for Federal-Aid Under 23 U.S.C. 117.

The LPA shall make a decision to which of following Engineering procurement administration procedures they will adopt for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with FAHP funding.

- a) Adopt GDOT written policies and procedures for the procurement, management, and administration of engineering and design related consultant services.
- b) Prepare and maintain its own written policies and procedures provided they comply with the federal regulations and their processes are reviewed and approved by GDOT Procurement Office. In accordance with 23 CFR 172.5 (C), GDOT shall approve the written policies and procedures and all revisions for LPAs.
- c) Submit documentation associated with each procurement and subsequent contract to GDOT Procurement Office for review, to assess compliance with applicable Federal and State laws, regulations and requirements.

The GDOT LPA Projects Manual provides more information on the process and procedures required for Local Public Agencies. CA Agreements for agencies certified by GDOT govern and define the roles and responsibilities for those agencies.

7.4 Contracts or Supplemental Services Positions or Management Support Roles

If the Department determines there is a need to use a consultant in a Management Support role, FHWA approval will be required prior to solicitation. The use of consultants in management support roles does not relieve GDOT of responsibilities associated with the use of FAHP funds as specified in 23 U.S.C. 302(a) and 23 U.S.C. 106(g)(4).

The Department may determine that it is necessary to enter into a contract with a consultant to provide Supplemental Services. These types of services include providing support on large projects or when circumstances where unusual costs or time constraints exist, when unique technical or management expertise is required, and/or an increase in the GDOT's staff is not a viable option. These services are performed under the direct oversight of the Department.

Consultants or sub consultants contracted to provide Supplemental Services may provide the following services:

- a) Provide project management service or technical design/review of a project or series of projects under the direct oversight of the Department.
- b) Providing Oversight of an element of a highway program, function, or service on behalf of GDOT.
- c) Managing or providing oversight of a project, series of projects, or the work of other consultants and contractors on behalf of GDOT.

Consultants or sub consultants contracted to provide Management Support or Supplemental Services may NOT provide the following services

- a) Serve in the capacity of a significant procurement role, including:
- b) Consultant Selection Process
- c) Development of Project Scope Documents for Contract Solicitation or Modifications.
- d) Negotiate Contracts or Contract Modifications.
- e) Review, Approve, or reject consultant Payment Reports (invoices).
- f) Manage or supervise GDOT employees.
- g) Manage, direct, review or provide oversight of services being performed by their employer (consultant firm).

All procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective consultants' performance and eliminate unfair competitive advantage, consultants that develop or draft specifications, requirements, scope of services, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

Use of consultants or sub consultant in management support roles requires appropriate conflicts of interest standards as outline in this manual and adequate GDOT staffing to administer and monitor the management consultant contact, as specified in 172.9(d).

A consultant serving in a management support role may be precluded from providing additional services on projects, activities, or contracts under its oversight due to the potential conflicts of interest.

Where benefiting more than a single Federal-aid project, allocability of consultant contracts cost for services related to a management support role shall be distributed consistent with cost principle, as specified in 2 CFR part 200, subpart E- Cost principles.

7.5 Administration of the Agreement

7.5.1 Project Roles and Responsibilities

The Project Manager (PM) is responsible for the administration of the terms and conditions of the agreement, monitoring consultant's progress and compliance with the scope of services, deliverables, and schedule. The PM also serves as the liaison with the consultant during the performance of the services. Project Manager Responsibilities generally include the following:

- a) Gathering, coordinating, and transmitting information both internally and externally as required for completion of the contracted services.
- b) Reviewing and approving consultant invoices in a timely fashion and ensuring consultant costs billed are allowable in accordance within the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work.
- c) Ensuring that no work is performed or costs are incurred until written authorization is given by the Project Manager.
- d) Reviewing and approving scopes of services for additional services and consultant's Fee Proposals for supplemental agreements and Task Orders.
- e) Working with other subject matter (SME) offices and divisions to: coordinate scopes, plans, schedules, and applicable deliverables; obtain commitments; and resolve problems.
- f) Coordinating with other entities such as FHWA, city, county, Federal and State regulatory agencies, citizen groups, and elected and appointed governmental officials.
- g) Ensuring consultant deliverables are reviewed by the appropriate SME's for accuracy and completeness.
- h) Ensuring consultant inquiries relating to GDOT's policies, practices, and specifications are answered by the appropriate SME offices.
- i) Scheduling and/or attending progress meetings, field reviews, agency meetings, etc.
- j) Submitting time extension requests for approvals.
- k) Completing annual consultant evaluations

7.5.1 Consultant Evaluation

During the course of a project, it is important that the consultant's performance be monitored and evaluated to ensure there is a clear understanding of how well the consultant is achieving contractual requirements. Evaluations will be performed by SME per Area Class upon approval of each project deliverable. In addition, the PM will annually evaluate prime consultant execution of project delivery when the consultant has contractual ownership. A final prime consultant evaluation is required after all services are accepted or after the termination of an agreement, when applicable. Additional evaluations may be performed at any project milestone over the duration of an agreement, as determined by the PM. The PM is responsible for ensuring the performance evaluations are completed for the entire GDOT Team per project. Evaluations should be completed within one (1) month of the Area Class deliverable acceptance or annually (if a prime consultant), unless otherwise noted in the agreement.

In completing the evaluation, the analysis must be completed in a fair and objective manner. Ratings shall be based on facts and documentation and the evaluation should consider only the performance of the consultant for the services specific to the evaluation. The PM and SME shall assist in the compilation of all evaluation comments per project, as well as per Area Class so that achievements and/or improvements can be discussed with the consultant regarding job performance.

Attention must be paid to the ratings in the following three areas and sub categories of performance:

- a) Management
- b) Prosecution and Progress
- c) Quality

Attention must be given to the rating values. A description of each rating is provided on the consultant evaluation form. If a SME or PM ranks a consultant with a rating of 5 (the highest possible), an explanation justifying the rating must be included. Scores below satisfactory (a rating of 1) also require supporting comment justifying the rating.

The following consultant Evaluation Process Flow shall be adhered to:

- a) GDOT PM/SME completes consultant evaluation form after acceptance/approval of an Area Class deliverable, project milestone, or annual requirement.
- b) Respective PM/SME Supervisor is notified electronically with link to the completed consultant evaluation form for review.
- c) GDOT Supervisor reviews consultant evaluation form and approves or returns comments to PM/SME.
- d) Upon approval by the GDOT Supervisor, the PM/SME notifies the prime consultant of the completed consultant evaluation form electronically with a link to the consultant evaluation form. The consultant acknowledges receipt and states whether a response to the evaluation will be forthcoming (it will not be a requirement for the consultant to respond to every evaluation). If the evaluation is associated with an Area Class deliverable prepared by a sub consultant, the prime consultant will forward the consultant evaluation form to the sub consultant. It is important when the opportunity arises, to review the document with the consultant. Although this step is not a negotiation, it is an opportunity to provide feedback to the consultant.
- e) The consultant fills out the response space on the consultant evaluation form, if applicable. After completing the response, the consultant notifies the PM/SME via electronically with a link to the completed response and form. The consultant is allowed to add their own remarks as they feel is appropriate in the consultant evaluation form comment section.
- f) The PM/SME and respective GDOT Supervisor will review the consultant response, consider any information submitted by the consultant, and decide whether the evaluation requires revision.
- g) The PM/SME will electronically notify the prime consultant with a link to the final consultant evaluation form, informing the consultant if any changes were made as a result of the consultant response. If the consultant disputes a final evaluation, a meeting with the GDOT Supervisor may be requested. The decision of the GDOT Supervisor is final.
- h) The GDOT PM/SME electronically submits a pdf copy of the final consultant evaluation form to the prime consultant, the PM, and the GDOT Office of Procurement.

If an evaluation identifies unsatisfactory performance by the consultant, a written notification to stop work may be issued by the PM until the concern or issue is resolved. Copies of all evaluations are considered confidential and should be discussed with only GDOT staff and the consultant.

Consultant performance evaluation system ratings will be utilized for the purpose of GDOT consultant selection under the category of past performance. The ongoing average consultant performance rating based on three (3) calendar year active status evaluations will be used in consultant selections. The system provides an objective indication of a consultant's capability to perform professional services associated with management, prosecution/progress, and quality of work. When project request for qualifications are being evaluated, the prime consultant's past performance score for management and prosecution/progress will be considered. Average

consultant Area Class performance ratings may also be considered, and can be utilized at the discretion of the Selection Committee for each advertised Area Class on respective solicitations.

7.6 Monthly Progress and Payment

The Department's Project Manager shall ensure consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work as follows:

7.6.1 Electronic Invoicing System

The consultant shall be responsible for inputting all necessary invoice data into the GDOT's electronic invoicing system on a monthly basis for the consultant and all sub consultants for the Project. The Department will not require supporting documentation to be included other than what is required to be included by the electronic invoicing system. However, consultants and all sub consultants are required to maintain supporting documentation/evidence for each invoice including, but not limited to, timesheets, lodging, travel expense authorization, receipts and other costs consistent with the terms and conditions of the Agreement. The Department's Project Manager will periodically request supporting documentation from the consultant for review and verification. The consultant must submit the requested information to the Department's Project Manager within two (2) business days or forty-eight (48) hours of such request.

7.6.2 Progress Payment Reports

The consultant agrees to provide an accompanying project progress report in a format acceptable to the Department which will outline in written and graphic form the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Such progress reports will be checked by the Department, and payment will be made based on the work completed. Upon the basis of its review of such invoices and progress reports, the Department will make payment to the consultant as the work progresses but not more often than once a month. Should the work begin within any one month, the first invoice shall cover the partial period from the beginning date of the work through the effective date of the month in which the Agreement began. The invoices shall be numbered consecutively. Payment will be made in the amount of sums earned less previous payments. Invoices and resulting payments to the consultant shall correspond to the progress of work achieved for the Project. The Department will be entitled at all times to be advised at its request as to the status of work being done by the consultant and the details thereof.

7.6.3 Invoice Payments

Payments shall be made to the consultant within thirty (30) calendar days of receipt of an approved, itemized invoice and all supporting documentation, so long as the consultant complies with the terms of the Agreement. Payment for any part of the work by the Department shall not constitute a waiver of any remedies of any type it may have against the consultant for any breach of this Agreement by the consultant, or for failure of the consultant to perform work required of it by the Department and as set forth in the Agreement. Should the work under this Agreement be terminated by the Department, the consultant shall be paid based upon the percentage of work satisfactorily completed at the point of termination.

7.6.4 Withheld Amount

Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the consultant an amount sufficient to satisfy any amount due and owed the Department by the consultant. This right to withhold will continue until such

time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.

7.6.5 Prompt Payment

Consultant shall pay their sub consultants for satisfactory performance of their contracts no later than ten (10) calendar days from receipt of payment made to them by the Department. Any delay or postponement of payment among the parties may take place only for a good cause. If the consultant is found to be in noncompliance with these provisions, it shall constitute a material breach of contract and further payments of any work performed may be withheld by the Department until corrective action is taken by the consultant. If the corrective action is not taken, it may result in the termination of the Agreement.

Prime consultants shall not withhold retainage of a sub consultants' payment if GDOT has not withheld retainage of a prime consultants' payment. If GDOT does withhold retainage of prime consultants' payments, then the prime consultant may withhold retainage of a sub consultants' payment, but not in excess of the percentage amount, GDOT withheld from the prime consultant. Failure by the prime Consultant to invoice GDOT in accordance with the terms of the contract and/or pay sub consultants shall be constituted as a material breach of contract and prime consultant may be subject to disqualification. GDOT reserves the right to request that prime consultants provide proof of payment to sub consultants at any time.

7.7 Change of Key Personnel

A consultant's submittal of an SOQ is a representation and commitment by the firm that it will provide the key personnel identified in the SOQ to perform the services associated with the contract for the duration of the contract. The consultant acknowledges that the Department relied on this representation and commitment in its selection process and was a key factor in the selection of the most qualified consultant and award of the contract. The Department does consider changes in key Personnel seriously and consultants shall not assume that proposed changes will be accepted. If the changes are considered substantial, the Department may terminate the negotiations of the contract. The Department will review the consultant's proposed list of Key Personnel presented in the SOQ. No substitution or transfer of personnel, specifically identified in the SOQ shall be made without prior written approval by the Department (2 CFR 200.201 (Subpart C) and 2 CFR 200.308 (Subpart D)). Key Personnel are those individuals whose qualifications were highly significant and appropriate in evaluating the overall qualifications of the project team. Key Personnel includes, at a minimum:

- a) The person in direct charge of the overall project work (Project Manager);
- b) The person in charge of each major engineering disciplines of the work (e.g., project engineer for bridge, pavement design, environmental, etc.);
- c) Where applicable, the person in charge of overall scheduling of the project work. The consultant shall not change any of the Key Personnel assigned to the Contract until it has obtained written approval from the GDOT PM. The consultant shall notify the Department of a proposed change in the Key Personnel at least 10 calendar days prior to the change and shall inform the Department in writing of the reasons for the change and certify that the overall intent of the contract will not be impaired by the change and overall cost of the contract will not change. The request for a Key Personnel change shall include the name(s) of the Key Personnel, date of departure, the proposed replacement and his/her credentials/resume. Qualifications of any Key Personnel proposed in a change shall be equal to or better than the qualifications of the person being replaced. A need on another project will not constitute justification for a change in key personnel.

The Department shall have the right to approve or reject the proposed successor. The Department will evaluate any proposed change in Key Personnel, and at its discretion, may decide to terminate the contract if in the Department's sole discretion, the Department believes that the project team is materially different because of the change. The Department will make reasonable efforts to make its decision within 30 calendar days of the consultant's request to change Key Personnel. The request is not approved unless the Department states in writing of its approval of the change. If accepted, the consultant does not have the right to re-negotiate the labor rate for the wage classification because of the change in personnel. The consultant is not entitled to any additional compensation associated with any delay in the approval or the Department's non-approval of the change. Failure to provide the Department with notification of a Key Personnel change may result in termination of the Contract, award of damages to the Department and loss of Pre-qualification status. For Supplemental Service contracts, if the selected individual associated with a supplemental service contract is not able to complete the term of the contract, the Department may terminate the contract. The effective date of termination may be immediate or the Department, at its sole discretion, may request the Firm to furnish a temporary replacement for not more than sixty days or until the new contract can be advertised. The temporary replacement must possess qualifications equal to or greater than the original supplemental service employee. GDOT shall not be charged a higher rate for the temporary replacement than was agreed to in the original contract. GDOT will terminate the old contract when the new contract has been executed. The Department may also choose to continue the contract with the replacement employee, but that is solely at the discretion of the Department.

7.8 Shifting Effort/Costs Within Agreements

During negotiations, GDOT and the consultant agree upon a certain effort and associated costs for major categories of the project. Examples of major categories on a typical project include, but are not limited to the following:

- a) Project Management
- b) Roadway Design
- c) Environmental
- d) Preliminary Design
- e) Bridge Design & Hydraulics
- f) Traffic Operations
- g) Survey

During the life of the project, the consultant may formally request shifting effort and the associated costs from one major category to another with no increase to the contract maximum or fixed-fee for profit established in the agreement. If acceptable, this formal request will be approved by GDOT PM's Office Head in writing and filed in the agreements folder. A supplemental agreement is not required however, the GDOT PM will reserve the right to formally negotiate the costs of the effort(s) to be shifted through the Office of Procurement to ensure the Department has adequately assessed the value of the work to be performed. This process also applies to shifting effort or costs between the prime and any sub consultants.

Shifting effort or costs from one task within a broad category to another within that same category does not require approval from GDOT. An example of this would be shifting effort from the "Prepare Typical Section" task within the Preliminary Plans category to the "Finalize Staging Cross-Sections" task within the Final Plans category.

7.9 Contract Suspension (Stop Work Notice)

Work on a contract may be suspended when extenuating circumstances occur beyond the control of the consultant or GDOT or when work cannot proceed as expected. Contracts are suspended and released from the same, at the discretion of the GDOT PM. For a contract which has been placed in suspension, the period of suspension will not count against the contract duration defined in the contract. The consultant is not entitled to any compensation when a contract is suspended. Suspending of a contract is confirmed in writing through a Stop Work Notice issued by the PM. The consultant is advised that no work can be performed and no costs can be incurred while the contract is in suspended status, unless specifically addressed as part of the stop work notice. A contract is released from "suspended" status upon issuance of a written notice by the PM to resume work and through the processing of a Contract Modification by the PM. The consultant is notified in writing by the GDOT PM when work may resume, and informed of the adjusted contract completion date.

7.10 Changes of Corporate Structure or Ownership (Novation/Assignment Agreement)

When either a consultant or sub consultant (e.g. corporation, limited liability company, partnership, or joint venture) acquires, merges or consolidates with another company, or undergoes any form of corporate restructuring or a change in ownership, the consultant or sub consultant under the contract with GDOT shall notify GDOT of the changes within business (5) business days from the date when the change is agreed upon. Work performed by the new or reformed consultant cannot proceed until GDOT has been notified in writing of the change and has executed a Novation agreement. The new or reformed consultant must take responsibility for fulfilling all obligations, liabilities, and contract terms/conditions for all GDOT contracts of the original firm. The new or reformed consultant shall provide GDOT with the required information to document the transaction, including, but not limited to, the following:

- a) A letter of Novation, on company letterhead, indicating the new name and reason for the change. The letter Shall also include:
 1. Effective date of the change.
 2. Complete list of active, pending closeout, on-hold and in negotiations GDOT contracts affected by the change. Provide the name of the PM and contract number and indicate if the firm served as a consultant or sub consultant.
 3. A statement certifying that the new or reformed consultant or sub consultant shall assume all obligations and liabilities set forth in the respective contracts for all listed contracts between the new or reformed consultant and GDOT.
 4. A statement certifying that no changes have been made in the Key Personnel for the affected contract(s), or a statement identifying changes proposed to be made in the Key Personnel for the affected contract(s). If a Key Personnel change occurs because of the transaction, the consultant or sub consultant shall also submit a separate request to obtain GDOT's approval for the Key Personnel change for each affected contract.
 5. Evidence of transfer capability to perform , to include Pre-qualification for work being absorbed
 6. A statement certifying that the new or reformed consultant or sub consultant shall prequalify with GDOT under the new consultant name before submitting any future SOQ proposals, modifications, and payments reports for all affected contracts and subcontracts.
 7. A statement certifying that the new or reformed consultant or sub consultant shall provide a Certificate of Insurance under the new consultant name for all affected contracts and subcontracts after GDOT's approval of the request.
 8. A statement certifying that the consultant or sub consultant agrees that the Department is not obligated to pay or reimburse it for, or otherwise give effect to, any costs, taxes, or other

expenses, or any related increases, directly or indirectly arising out of or resulting from the change, other than those that the Department in the absence of the organizational change would have been obligated to pay or reimburse under the terms of the contract.

- b) A copy of Georgia Corporation Commission (ACC) documentation that the new or reformed consultant or sub consultant is in “good standing” and is authorized to do business in the State.
- c) Updated professional license(s) of the new or reformed consultant or sub consultant.
- d) Updated W-9 Form of the new or reformed consultant or sub consultant.

If GDOT approves the new or reformed consultant to take over the contracts, the contracts shall be modified to include the new or reformed consultant’s name by a Contract Modification. The consultant shall also obtain prequalification.

7.11 Name Change Without a Change In Corporate Structure

If a consultant or a sub consultant (e.g. corporation, limited liability company, partnership, or joint venture) listed in the contract changes its legal name without any changes in corporate structure (including DBA designations), the consultant or a sub consultant shall notify GDOT of the name change within five (5) business days when the name change is agreed upon. Work performed by the consultant cannot proceed until GDOT has been notified in writing of the change and has been authorized to proceed. The new or reformed consultant must take responsibility for fulfilling all obligations, liabilities, and contract terms/conditions for all GDOT contracts of the original firm. The name-change request shall include, at a minimum, the following:

- a) A letter, on company letterhead, indicating the new consultant/sub consultant(s) legal name and reason for the change. The letter shall also include:
 - 1. Effective date of the change
 - 2. Complete list of active, pending closeout, on-hold and in negotiations GDOT contracts affected by the change. Provide the name of the PM contract and contract number and indicate if the firm served as a consultant or sub consultant.
 - 3. A statement certifying that the new or reformed consultant or sub consultant shall continue to provide quality work under the Contract.
 - 4. A statement certifying that no changes have been made in the Key Personnel for the affected contract(s), or a statement identifying any changes proposed to be made in the Key Personnel for the contract(s).
 - 5. A statement certifying that the consultant or sub consultant agree that the Department is not obligated to pay or reimburse it for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the name change, other than those that the Department in the absence of the name change would have been obligated to pay or reimburse under the terms of the contract.
 - 6. A statement certifying that the new or reformed consultant or sub consultant shall prequalify with GDOT under the new consultant name before submitting any future SOQ proposals, modifications, and payments reports for all affected contracts and subcontracts.
 - 7. A statement certifying that the new or reformed consultant or sub consultant shall provide a Certificate of Insurance under the new consultant name for all affected contracts and subcontracts after GDOT’s approval of the request.

A copy of the new/acquiring consultant/sub consultant's Georgia Corporate Commission (ACC) documentation, reflecting the new name of the consultant/sub consultant and that it is in "good standing" and is authorized to do business in the State.

7.12 Protest Process

Any consultant submitting a SOQ proposal which is rejected on a solicitation issued by GDOT, may file a protest. All protests shall be addressed in writing to GDOT Transportation Services Procurement Manager unless noted otherwise. Unwritten protests will not be considered. The protest resolution timeframe is as follows:

- a) The protester, within three (3) business days after the receipt of the notification of the SOQ Rejection, must file a written protest which shall include the following information:
 1. Firm, name, address and telephone number of the protester;
 2. Signature of the protester or their authorized representative;
 3. Identification of the solicitation number;
 4. A detailed statement of the factual grounds of the protest, including copies of the relevant documents;
 5. The form of relief requested;
 6. A Declaration by the protester that all facts alleged in the protest is true and correct to the best of protester's knowledge.

The Transportation Services Procurement Manager will issue a written decision within five (5) business days after the protest is received. The decision of Transportation Services Procurement Manager may be reviewed and overturn by GDOT Procurement Administrator. The decision of the GDOT Procurement Administrator is administratively final.

7.13 Contract Dispute Resolution Process

7.13.1 Performance of Services and Arbitration:

All services will be performed by the consultant to the satisfaction of the Department. The Department will decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of an Agreement, the prosecution, and fulfillment of the services, and the character, quality, amount and value there; and the decision upon all claims, questions, and disputes will be final and binding upon the Parties. Arbitration is neither contemplated nor allowed under GDOT Agreement.

7.13.2 Third Party Claims:

In the event the Department receives, a notice of claim for damages that may have been caused by the consultant in the performance of services required of the consultant under this Agreement, the Department will immediately forward the claim to the consultant. The consultant and the Department will evaluate the claim and report their findings to each other within seven (7) business days. The Department's failure to notify the consultant of a claim within seven (7) business days will not release the consultant from any of the requirements of this Article upon subsequent notification by the Department to the consultant of the claim.

7.14 Conflict Of interest

These conflict of interest requirements are provided for GDOT employees engaged in the award and administration of consultant services and agreements and to provide for governing the conduct and roles of consultants in the performance of services under such agreements to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33, and 23 CFR 172.7(b)(4). The requirements will also assure that GDOT meets Federal requirements related to conflict of interest and will be consistent in the actions taken when a conflict arises.

7.14.1 CONSULTANT RESPONSIBILITY

When responding to an RFP, it is expected that firms will not submit proposals on projects where a conflict of interest exists. The consultant is required to submit a letter to the Procurement Administrator disclosing a potential conflict of interest each time they submit a proposal. Upon selection for on-call services: Embedded consultant staff is instructed to not review work performed by their firm. If at any time, the consultant has any questions or concerns regarding a potential conflict they may contact the Project Manager.

7.14.2 GDOT Responsibility

The Project Manager will review the potential conflict identified in the consultant's proposal and any agreement relationships and determine, in consultation with appropriate GDOT staff, if a conflict of interest or the appearance of a conflict of interest exists. If a conflict is found to exist, GDOT will determine the appropriateness of the proposed measures to mitigate the conflict. The determination needs to be balanced between the benefits to GDOT and the potential issues that can arise if a consultant or the affiliate (a corporate entity linked to the consultant through common ownership) is responsible to more than one party on the same project. GDOT will inform the consultant that a conflict of interest does exist along with the proposed mitigation measures. If the consultant chooses to retain the interest constituting the conflict, GDOT may remove the consultant from the selection for cause in accordance with the provisions stated in the agreement.

For on-call services, GDOT Project managers/supervisors are responsible to avoid a conflict of interest by ensuring the consultant assigned the work and the embedded consultant reviewer is not employed by the same firm. Embedded consultants will not be involved in the consultant solicitation process, or the review of consultant fee proposals or negotiation.

GDOT's employees shall not participate in selection or in the award or administration of a consultant agreement if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:

- a) The employee;
- b) Any member of his or her immediate family;
- c) His or her partner; or
- d) An organization that employs or is about to employ any of the above. Accepting items that would influence a selection committee's judgement is not acceptable. See the following for more information regarding this topic: GDOT's Human Resources Policies & Procedures 3A-17-Code of Conduct Pertaining to Conflict of Interest in Award and Administration of Contracts, and 2 CFR Section 200.318(c)(1) and (c)(2).

7.14.3 Organizational Conflicts Of Interest Which May Exist

The following are examples:

- a) The consultant, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by the agreement.
- b) The consultant is providing other services to a governmental or private entity and the consultant knows or has reason to believe, that the entity's interests are, or may be, adverse to the client's interests with respect to the specific project covered by the agreement.

Comment: The existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate for a consultant to submit a proposal to GDOT if a local government has also retained the consultant for the purpose of persuading GDOT to stop or alter the project plans.

The agreement is for right-of-way acquisition services or related services (e.g., geotechnical exploration) and the consultant has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the agreement.

The consultant is providing real estate or design services to a private entity, including but are not limited to developers, whom the consultant knows or has good reason to believe, own or are planning to purchase property affected by the project covered by an agreement, when the value or potential uses of such property may be affected by the consultant's performance of work pursuant to the agreement. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for a project. The value or potential uses of the private entity's property may be affected by the consultant's work pursuant to the agreement when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges.

Comment: This provision does not presume consultants know, or have a duty to inquire as to, all information regarding cases where the consultant has reason to believe that its viability of a project it is performing for a private entity may affect the consultant's performance of work pursuant to the agreement.

The consultant has a business arrangement with a current GDOT employee or immediate family member of such an employee, including promised future employment of such person, or subcontracting arrangement with such a person, when such arrangements are contingent on the consultant being awarded the project. This item does not apply to pre-existing employment of current or former GDOT employees, or their immediate family members.

Comment: This provision is not intended to supersede any GDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a consultant may have unfair access to “inside” information.

The consultant has, in previous work for GDOT, been given access to information relevant to the procurement process or the project to be awarded that is classified as “private” or “nonpublic” and such data potentially provides the consultant with an unfair advantage in preparing a proposal for the project.

Comment: This provision will not, for example, necessarily disqualify a consultant who performed some preliminary work from being awarded final design work, especially when the results of such previous work are public data available to all other consultants. Rather, it attempts to avoid an “unfair advantage” when such information cannot be provided to other potential consultants.

The consultant has, in previous work for GDOT, helped create the solicitation by performing work such as: writing the solicitation, or preparing evaluation criteria or evaluation guides for the solicitation.

The consultant, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to GDOT.

7.14.4 Actions To Be Taken

- a) During Selection, it is expected that consultants will not submit proposals on projects where a conflict of interest exists. The consultant is required to submit a letter to the Procurement Administrator disclosing a potential conflict of interest exists upon discovery of the potential conflict after an RFP is advertised. The Procurement Administrator shall determine, in consultation with the appropriate GDOT staff, if a conflict or the appearance of a conflict of interest exists. If it is determined that a conflict of interest does exist, the consultant will be given the opportunity to avoid, neutralize, or otherwise mitigate the conflict. If the consultant cannot eliminate the conflict, the proposal will be considered ineligible for selection and the firm will be informed of the reason by the Procurement Administrator. If it is determined a conflict does not exist, the proposal will be submitted to GDOT’s Selection Committee for consideration.

After Selection Approval but Prior to Agreement Award. GDOT Transportation Services Procurement Manager, will contact the Procurement Administrator explaining the perceived conflict of interest. If the Procurement Administrator concurs that a conflict exists, the consultant will be given the opportunity to avoid, neutralize, or otherwise mitigate the conflict. If the consultant cannot eliminate the conflict, negotiations will be terminated and the next most qualified firm will be recommended for selection.

During the Performance of the Service.

The Project Manager will contact the Procurement Administrator explaining the perceived conflict of interest. If the Procurement Administrator concurs that a conflict of interest exists, based on the service, progress of work and potential risks, the Procurement Administrator will recommend action to GDOT's Project Manager. Possible actions are either termination of the agreement or continuing with the service with full disclosure required by the consultant.

7.15 Contract Completion

When technical review establishes that all phases of the contract have been completed to the satisfaction of GDOT, the PM in partnership with the applicable technical group, completes a written concurrence to initiate the contract closeout phase. The consultant is notified, in writing (Initial Closeout Letter), of the final closeout procedure which may include submittal of final Progress Payment Report/invoice, deliverables and a final audit, if applicable, of the consultant's and all sub consultants' records, including the certificate of payment made to any and all DBE firms for work completed on the contract, if applicable. The consultant shall submit documentation to explain any discrepancies between actual payments made to DBEs and commitments made to utilize DBEs which were established as part of the original contract. The consultant's achievement of the goal is measured by actual payments made to the DBEs. The consultant shall submit the "Certification of Payments to DBE Firms" form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted in accordance with the contract provisions. GDOT reserves the right to review all records and request additional information as a result of its review. In the event that DBE was not paid in accordance with DBE affidavits, cost proposals, contract modification or other documents submitted by the consultant, all documentation supporting the consultant's position as to the reasons why DBE goal was not met or payments made to DBE, shall be submitted with the Certification of Payments to DBE Firms. The consultant shall submit all required deliverables in a timely manner and as detailed in the contract. Failure by the consultant to provide the required documentation will result in sanctions or penalties, as outlined in the contract

7.16 Project Closeout

The consultant agrees to cooperate with the Department in conducting the necessary actions to close out the Project when all the conditions for doing so are complete. At the completion of the Project, the Department shall send a Stop Work Notice to the consultant. The Stop Work Notice states that the project is complete as of a specified date, all Deliverables have been received or met, and no further charges should be posted to the Project in the consultant's job cost ledger. When the consultant receives the Stop Work Notice, consultant must submit to the Project Manager, a final invoice, marked "Final" necessary to close out the project, including the compilation of accounting records and other related documents for a Project Post Audit. At the completion of the Post Audit, the Parties agree to enter into a Project Completion Agreement to officially close out the project and resolve any outstanding issues pertaining to the Agreement, including the reimbursement of overpayments. In the event no Post Audit is required, the Parties agree to enter into a Project Completion Agreement to officially close out the project and resolve any outstanding issues pertaining to the Agreement.

7.17 Document Retention

All applicable documentation obtained during procurement of professional services by GDOT will be stored electronically on TSP Consultants Folder. The Contract Specialist and Negotiators will be

responsible for gathering and storing the following documentation in the appropriate project folder on the Department's electronic server:

a) RFP and Selection

1. Pre-RFP emails and documents regarding potential projects
2. Posted RFP and supporting materials
3. Short-listed firms and interview schedule, if applicable
4. Final selections
5. Selection Committee ranking forms and applicable notes
6. Approval memos from the Director
7. Proof of public advertisement
8. Proposals for short-listed consultants

Scoping and Negotiations

9. Consultant initial Fee Proposal, including staffing plan and fee for profit worksheet
10. GDOT's Independent Cost Estimate, including fee for profit worksheet
11. Negotiation Memo
12. Consultant's Final Fee Proposals
13. Supporting Emails
14. Final Scope of Services

Agreements Documentation

15. Original agreement
16. Copies of any supplemental agreements
17. Consultant Task Orders
18. Notice-To-Proceed and time extension correspondence
19. Consultant Evaluations
20. Consultant Dispute Resolution documentation, if applicable
21. Conflict of Interest documentation, if applicable
22. Supporting Emails, including any time extensions, suspension notices, or termination notices
23. Notification of Completion (Pre-Letting Consultant Professional Services) Forms and audit requests

7.18 Agreement Provisions

All agreements and sub agreements will include the required provisions in accordance with 23 CFR 172.9(c), as applicable.

7.18.1 Non-Discrimination

The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant an advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this

invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Georgia Department of Transportation will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation Disadvantage Business Program Plan.

For more information on the GDOT DBE Program, please contact:

Georgia Department of Transportation
Equal Opportunity Division
One Georgia Center, 7th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Phone: (404) 631-1972

7.18.2 Disadvantaged Business Enterprises (DBE)

GDOT encourages the formation and growth of new and existing Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, by providing an opportunity to compete for and participate in GDOT's engineering consultant contracts. All solicitations and contracts shall document whether there is a DBE Goal associated with it and if so, what the associated DBE Goal is for the contract.

If a contract has a DBE goal, the consultant must meet or exceed the goal or substantiate that it made a Good Faith Effort to do so consistent with GDOT Equal Opportunity DBE Program Plan. Consultants must adhere to commitments made to utilize DBEs as indicated in the firm's SOQ proposal. GDOT will monitor the use of DBEs on contracts to ensure that they are performing commercially useful functions as outlined in the SOQ proposal and the contract, as well as subcontract agreements between prime consultants and DBE firms.

To obtain assistance in partnering with DBE firms through the following office:

Georgia Department of Transportation
Equal Opportunity Division
One Georgia Center, 7th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
Phone: (404) 631-1972

7.18.3 Small Business Concerns

To comply with 49 CFR Part 26.39, GDOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) on Federal-Aid contracts. SBCs are for-profit businesses, registered to do business in Georgia and meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE Program does not require utilization goals on projects, GDOT strongly encourages consultants to take reasonable steps to eliminate obstacles to SBCs participation and to utilize small businesses that are registered in Georgia Non DBE Small Business

Directory on their contracts, in addition to certified DBE's. SBC component of the DBE Program is managed by GDOT Equal Opportunity Division.

7.18.4 Immigration Requirements

All prime consultants and sub consultants are required to certify their compliance with all Federal, State and local immigration laws prior to the execution of a contract. All GDOT contracts include contract language requiring consultants and sub consultants to comply with Federal, State and local immigration law and regulations, allowing GDOT the right to inspect records and giving GDOT the right to take necessary action if violations occur. Failure of the consultants or sub consultants to comply with the immigration laws with respect to any activity under the contract or any personnel performing or managing work under the contract is regarded as a material breach of the contract.

7.18.5 Insurance

Proof of Insurance is required by GDOT for consultants performing professional services. The Certificates of Insurance (ACORD form) shall provide evidence that the insurance coverage, required by GDOT as outlined in each agreement, is in effect and list the Department as the certificate holder. Renewal certificates shall be provided at intervals no longer than annually and whenever insurance coverage or carrier changes. Prior to executing professional service agreements, the Contract Specialist will confirm that the consultants provide a current Certificate of Insurance that meets the minimum coverage requirements of the agreement. Any specific requests for relaxations to GDOT's current insurance requirements must be requested by the consultant to the Contract Specialist. The Contract Specialist will forward the request to GDOT Legal Office for review of the request and determine if any changes can be made to the existing insurance requirements for that particular agreement

7.18.6 Errors and Omissions

GDOT's policy is to take all reasonable steps to preclude errors or omissions in the process of delivering requested services. Upon discovery of an alleged error or omission, GDOT will take immediate action to minimize potential cost increases due to delay or other matters. This includes early communication with the consultant. The consultant must be made aware of the circumstances and be put on notice as soon as possible that there may be a claim against them for errors or omissions. The consultant must be given an opportunity to help resolve potential errors and omissions. All known facts surrounding the alleged error or omission will be carefully and fully reviewed by GDOT staff and affected consultant as prescribed GDOT Policies and Procedures 4020-4 Errors and Omissions. Consultants will be liable for costs resulting from errors or omissions in design furnished under its contracts,

7.18.7 Use and/or Release of Privileged or Confidential Information

Certain information provided by GDOT to the consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by GDOT that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between GDOT employee and Legal Counsel. This confidential and privileged information is vital and essential to the consultant in order that the consultant adequately designs the project at hand on behalf of GDOT.

The consultant will only use information or documentation that is considered to be privileged or confidential for the purposes of executing the services which it has agreed to render for GDOT. The consultant will not reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. Any information or documentation that is considered privileged or confidential that is provided to consultant will be marked by GDOT with the following information:

“CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Georgia has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient.”

The consultant must obtain the written approval of the State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the consultant whether such information or documentation is in fact privileged or confidential.

Any unauthorized dissemination of any privileged or confidential information or documentation on the part of the consultant will create liability on the part of the consultant to the State for any damages that may occur as a result of the unauthorized dissemination. The consultant will agree to hold harmless, indemnify, and release the State for any liability that may ensue on the part of GDOT for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the consultant in each agreement executed between the parties.

In accordance with 23 CFR 172.11(d), the State may share audit information in complying with the State’s acceptance of a consultant’s indirect cost rates pursuant to 23 U.S.C. 112 and this part provided that the consultant is given notice of each use and transfer. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the State’s acceptance of a consultant’s indirect cost rates pursuant to 23 U.S.C. 112 and 23 CFR 172.11(d) without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.

7.18.8 Ownership of Data

All documents, materials, and deliverables developed or created by consultant under contract with GDOT are confidential and considered as property of the State of Georgia for perpetuity. These documents and materials which include, but not limited to, drawings, tracings, specifications, maps, survey notes, reports, photographs and computer programs, shall be provided to the consultant solely for the purpose of completing the Contract and for no other purposes and shall be delivered to GDOT prior to contract closeout. GDOT-developed software including manuals, electronic information, programs, and associated materials remains the property of GDOT. consultant shall not assert any ownership rights to these materials and shall not patent or copyright any of these materials or demonstrate the software to other entities. The unauthorized release or use of any of this information is prohibited without written approval from the Department. Evidence of any unauthorized release or use of the information during or after the contracted services are complete may result in contract termination in addition to other remedies, and the consultant may be disqualified from submitting on any future proposals or contracts.

7.18.9 Publication and Publicity:

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the Department.

It is further agreed that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

It is further agreed that if any information concerning the Project, its conduct, results or data gathered or processed should be released by the consultant without prior approval from the Department, the release of the same shall constitute grounds for termination of this Agreement without indemnity to the consultant; but should any such information be released by the Department, or by the consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restriction of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A., the restrictions set forth herein shall not apply. Any request for information directed to the consultant, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the consultant in the performance of a service or function for or on behalf of the Department, including records of sub consultants or sub consultants shall be required to be released pursuant to provisions of the Georgia Open Records Act. Further, the consultant agrees to consult with the Department prior to releasing the requested documents.

7.18.10 Copywriting

The consultant and the Department agree that any papers, interim reports, forms, and other material which are a part of work under this Agreement are to be deemed a "work made for hire", as such term is defined in the Copyright Laws of the United States. As a "work made for hire," all copyright interests in said works will vest in the Department upon creation of the copyrightable work. If any papers, interim reports, forms, or other material which are a part of work under this Agreement are deemed by law not to be a "work made for hire", any copyright interests of the consultant are hereby assigned completely and solely to the Department. Publication rights to any works produced under this Agreement are reserved by the Department.

7.18.11 Termination for Default or Convenience

The Department may terminate the contract for default under the following circumstances:

- a) Consultant's failure to perform the services as detailed in the contracts and in any modifications to the contract
- b) Consultant's failure to complete the contract within the timeframe specified herein and in any modifications to the contract

- c) Consultant's failure to comply with any of the material terms of the contract
- d) Consultant's failure to comply with prompt payment requirements specified in the contract and in any modifications to the contract.

If the Department contemplates termination under the provisions of a), b), and c), above, the Department shall issue a written notice of default describing the deficiency. The consultant shall have five (5) business days, or such longer time the Department states in its written notice of default, to cure such deficiency. In the event the consultant does not cure such deficiency, the Department may terminate the Contract without further consideration by issuing a Notice of Termination for Default. The Department may also recover compensation for damages arising from the default or the termination. If, after the Notice of Termination for Default has been issued, it is determined that the consultant was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a

7.18.12 Termination for Convenience

The Department may terminate the contract for convenience, in whole or in part, when, for any reason, the Department determines that such termination is in its best interest. The contract termination is effected by notifying the consultant, in writing, specifying, that all or a portion of the contract is terminated for convenience and the termination effective date. The consultant shall be compensated only for work satisfactorily completed or costs incurred prior to the termination of the contract. The consultant is not entitled to compensation for loss of the contract or for lost profits. The amount due to the consultant shall be based on the terms of the contract. In the event of termination for convenience, the Department shall be liable to the consultant only for consultant's work performed prior to termination and only to the extent and as provided in (consultant's Compensation) of the contract.

The Department's Right to Proceed with working the event the contract is terminated, the Department shall have the option of completing the work with its own forces or entering into an agreement with another party to complete services outlined in the contract.

7.18.13 Records Retention/Destruction

The consultant and its sub consultants shall retain and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the contract and other related project(s), and shall make such materials available at a reasonable time and place during the term of work on the contract related project(s) for three (3) years from the date that GDOT issues a final acceptance to the contractor of the construction project or the design consultant's work is complete as defined in the contract, whichever is later. If any contracted work does not result in a construction project, project records and documents must be retained for 3 years after the consultant's work is complete per the contract, unless otherwise directed by GDOT in the contract or contract closeout documents. GDOT PM will issue a letter to the consultant notifying them when the work is complete and when the required records retention period concludes. All documents shall be retained for auditing, inspection and copying at GDOT's or FHWA's the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, request or any other authorized representative of the Federal Government. Failure to retain records in accordance with the contract is a material breach of contract. Further, in case of an audit and the consultant has failed to retain records in accordance with the applicable contract provision, it shall be presumed that the documents would not have supported the consultant's position. Therefore, failure to retain such records shall result in the consultant being required to pay the Department for resulting damages.

The consultant may also be disqualified from submitting SOQ proposals. Upon completion and final closeout of contracts, project and contract documents and any supporting materials shall be maintained in accordance with GDOT Policy and Schedules.

If any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained at a minimum for two (2) years after the time in which such litigation, claim or audit involving the records is completed. Records shall be made available upon request to the Department at all times during the term of this Agreement. Copies of these documents and records will be furnished to the Department upon request and may be audited by Department representatives.

7.18.14 Anti-Lobbying/Disclosure

Federal Acquisition Regulation (FAR) prohibits the expenditure of Federal-Aid Highway Program funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any Federal-Aid Highway Program funded contract, grant, loan, or cooperative agreement. The consultant is required to sign a statement certifying that to the best of its knowledge and belief that no Federal-Aid Highway Program funds have been paid or will be paid, by or on behalf of its firm for the purpose of lobbying (2 CFR 200.450).

If the consultant should report lobbying activities, the consultant is required to submit Anti-Lobbying/Disclosure Forms. The above regulations also apply to sub consultants and their sub consultants (lower tier) whose contracts exceed \$100,000.00.

7.18.15 Debarment and Suspension

The Department shall verify suspension and debarment actions and eligibility status of consultants and sub consultants prior to entering into an agreement or Contract in accordance with 2 CFR Part 1200 and 2 CFR Part 180. The consultant's signature on any SOQ proposal or contract constitutes an authorization to GDOT to ascertain the eligibility of the consultant to enter into contract with GDOT and with any other governmental agency. In addition, the consultant and sub consultant(s) will be required to certify as to their own current eligibility status, as well as that of their principals. Failure to provide the certification shall result in the rejection of the firm's SOQ. If a firm or its Principal is debarred, suspended, or otherwise ineligible to submit a proposal for services, the firm must submit a written explanation to the Department. The written explanation and the identified circumstances will be considered by GDOT in connection with GDOT's determination of eligibility.

Definitions

Allocable Cost	Cost which is assignable or chargeable to one or more cost objectives on the basis of relative benefits received or equitable relationship.
Allowable Cost	Cost which complies with all of the following requirements: (1.) Reasonableness (2.) Standards promulgated by the CAS Board, if applicable, generally accepted accounting principles (3.) Standards promulgated by the CAS Board, if applicable, generally accepted accounting principles and practices appropriate to the circumstances (4.) Terms of the contract 5. Any limitations set forth in FAR 31.201-2(a)(b)(c)
Architectural and Engineering Services	The term “architectural and engineering services” means—(A) professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph; (B) professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and (C) other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
Audit	Audit means a formal examination, in accordance with professional standards, of a consultant’s accounting systems, incurred cost records, and other cost presentations to test the reasonableness, allowability, and allocability of costs in accordance with the Federal cost principles (as specified in 48 CFR part 31).
Brooks Act	(40 U.S.C. 1101-1104) is the United States federal law that requires agencies to select engineering and architecture firms based upon their competency, qualifications and experience rather than by price..
Business Day	All days in a month, excluding weekends and State holidays
Calendar Day	All days in a month, including weekends and holidays
Code of Federal Regulations (CFR)	Is the annual codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

Cognizant Agency	Means any governmental agency that has performed an audit in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (as specified in 48 CFR part 31) and issued an audit report of the consultant's indirect cost rate, or any described agency that has conducted a review of an audit report and related work papers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). A cognizant agency may be any of the following: 1. A Federal agency; 2. A State transportation agency of the State where the consultant's accounting and financial records are located; or 3. A State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred in writing by the State transportation agency identified in paragraph (2) of this definition.
Cognizant Audit	Contracting Agencies must accept indirect cost rates established in accordance with the FAR cost principles (48 CFR 31) by a cognizant Federal or State agency, if such rates are not under dispute (as specified in 23 USC 112(b)(2)(C) and 23 CFR 172.7(b))." Except in the case of error or failure to follow GAGAS, only the consulting firm may dispute a cognizant approved indirect cost rate. An error is defined as a complete misinterpretation of FAR, or simple mathematical errors of calculation.
Compensation Type	Cost reimbursement method to be paid by the Department to the consultant for services set forth in the contract.
Competitive Negotiation	Qualifications-based selection procurement procedures complying with 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act. consultant means the individual or firm providing engineering and design related services as a party to a contract with a recipient or sub recipient of Federal assistance (as defined in 2 CFR 200.86 or 2 CFR 200.93, respectively).
Compliant Accounting System	An accounting system that properly captures, classifies and summarizes costs allowing for conformance to the GDOT Cost Allowability Guidelines and Generally Accepted Accounting Principles (GAAP), Federal Acquisition Regulations (FAR) Part 31, and applicable Cost Accounting Standards.
Conflict of Interest	As per 23 CFR, no official or employee of a state or any other govern-mental institution who is authorized in their official capacity to negotiate, make, accept, approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract.
Consultant	The individual or firm providing engineering and design related services as a party to a contract with a recipient or sub recipient of Federal assistance (as defined in 2 CFR 200.86 or 2 CFR 200.93, respectively).

Consultant Acquisition Plan	A document listing when the consultant selection process will start for all consultant selection needs over the upcoming two years. The goal of the report is to assist GDOT programs in starting on time and increase internal project coordination and communication.
Consultant Performance Evaluation	A process in which GDOT monitors the consultant's work and prepares a consultant performance evaluation (23 CFR 172.9(d)(2)) which may be used to provide feedback on the consultant's performance, identify areas of improvement, or input into selection of the consultant for future assignments.
Contract	The written procurement contract or agreement between a contracting agency and consultant reimbursed under a FAHP grant, sub-grant, or other funding source and includes any procurement subcontract under a contract. Contract Award Upon successful negotiations, contract execution and contract notice to proceed, the consultant is awarded the contract
Contract Management Information System (CMIS)	The automated computer system utilized by GDOT to manage the engineering consultant contracts.
Contract Modification (CM)	An agreement modifying the terms or conditions of an original or existing contract.
Contract Negotiator	A GDOT employee who confers with consultants and leads the GDOT negotiating team to reach mutually acceptable agreements about various elements of the cost proposal/contracts.
Contract Specialist	A GDOT employee who monitors pre-award and post-award procurement and contracting activities and takes appropriate actions to ensure satisfactory contract progress, assure compliance with the terms and conditions of the contract, negotiate contract modifications, and identify and resolve issues/problems that threaten contract performance.
Contract Suspension	An action taken by the State to temporarily stop all or selected services that are included in a contract.
Contract Termination	An action or agreement taken by the State to stop and conclude all or selected services related to a contract before completion.
Cost Accounting System	Part of the basic accounting system that accumulates cost for use in both managerial and financial accounting.
Cost Proposal Review	Review performed to ensure costs are allocable, allowable and reasonable and fair according to regulations. This is the major component of a Pre-Award Review.
Debarment	The exclusion of a person or company from participating in a procurement activity for an extended period, as specified by law, because of previous illegal or irresponsible action.
Direct Cost	Any cost that can be identified specifically with a particular final cost objective, i.e., a project-related cost. Costs would include labor, materials, and reimbursable incurred specifically for an agreement.

Disadvantaged Business Enterprise (DBE)	A for profit small business concern which meets both of the following requirements: (1.) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and, (2.) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. ECS Assistant Manager
Emergency	Emergency means an immediate threat to public health, welfare or safety caused by flood, earthquake, hurricane, tornado, explosion, fire or other catastrophe such that compliance with normal bidding procedures for repair or reconstruction of transportation facilities would be impracticable or contrary to the public interest.
Engineering Design Related Services	As defined in 23 CFR part 172: (1) Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project subject to 23 U.S.C. 112(a) as defined in 23 U.S.C. 112(b)(2)(A); and (2) Professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project subject to 23 U.S.C. 112(a) and as defined in 40 U.S.C. 1102(2).
Error	Plan or specification details or contract administration actions which are incorrect, conflicting, insufficient, or ambiguous.
Federal Cost Principles	The cost principles contained in 48 CFR Part 31 of the Federal Acquisition Regulation for determination of allowable costs of commercial, for-profit entities.
Federal Cost Principles	The cost principles contained in 48 CFR part 31 of the Federal Acquisition Regulation for determination of allowable costs of commercial, for-profit entities.
FHWA	The Federal Highway Administration of the United States Department of Transportation.
Fixed Fee	A sum expressed in U.S. dollars established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.
Incurred Cost Audit	An audit of the consultant's or sub consultant's actual costs to ascertain the costs' allowability in accordance with the terms of the contract.
Key Personnel	The consultant's and sub consultant's personnel identified in the Statement of Qualifications (SOQs) or elsewhere in the contract, and who are primarily responsible for providing critical services in accordance with the contract provisions.

Management Support Role	Consultant performing engineering management services or other services or actions on the contracting agency's behalf, which are subject to review and oversight by agency officials, such as a program or project administration role typically performed by the contracting agency and necessary to fulfill the duties imposed by Title 23 of the U.S.C, other Federal and State laws, and applicable regulations.
May	Indicates something that is not mandatory but is permissible.
Must	Indicates a mandatory requirement.
Noncompetitive	The method of procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods.
Notice to Proceed (NTP)	A written authorization from the State to the consultant to start work on a contract or any unit or element of the contract to be performed as specified in the contract after the contract has been signed.
Notice to Proceed (NTP)	Written notification given by GDOT authorizing the consultant to begin work and incur costs under an agreement.
Omission	Plans or specifications or contract administration actions are silent on an issue that should otherwise be addressed in the documents.
One-Year Applicable Accounting	The annual accounting period for which financial statements are regularly prepared by the consultant.
Performance Evaluation	The periodic evaluation of a consultant's performance in carrying out its obligation on Government contracts.
Pre-award Review	An audit conducted on behalf of GDOT management for validating financial information supplied by a potential contract. The audit may require an onsite visit or information may be reviewed at the Audit Office. Upon completion, the information is provided to the GDOT contracting officer in an audit report for use during agreement negotiations.
Prequalification	The process of screening and approving prospective consultants for their ability to perform work in one or more specific categories of work most typically relating to area classes for Georgia DOT.
Professional Services	Those services within the scope of the following practices: (A) Architecture, as defined in paragraph (6) of Georgia Code Section 43-4-1; (B) Registered interior design, as defined in Georgia Code Section 43-4-30; (C) Professional engineering, as defined in paragraph (11) of Georgia Code Section 43-15-2; (D) Land surveying, as defined in paragraph (6) of Georgia Code Section 43-15-2; or (E) Landscape architecture, as defined in paragraph (3) of Georgia Code Section 43-23-1.
Progress Report	A report included with the consultant's invoice that includes, as a minimum: a description of the work completed for that period, a description of the work anticipated for the next pay period, percent of work completed to date, and pending or unresolved issues related to providing the services.

Small Purchases	The method of procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold.
State Transportation Agency (STA)	The Department or Agency maintained in conformity with 23 USC 302 and charged under state law with the responsibility for highway construction (as defined in 23 U.S.C. 101), and that is authorized by the laws of the state to make financial decision in all matters relating to, and to enter into all contracts and agreements for projects and activities to fulfill the duties imposed by 23 USC, Title 23 CFR, and all other applicable Federal laws and regulations.
Statement of Qualifications (SOQ)	The consultant's written communication, expressing its interest and qualifications to be considered for selection to perform services on proposed contract/project.
Sub consultant	The individual or firm contracted by a consultant to provide engineering and design related or other types of services that are part of the services which the consultant is under contract to provide to a recipient (as defined in 23 CFR 200.86) or sub-recipient (as defined in 2 CFR 200.93) of Federal or State assistance.
Task Order	An agreement issued under the IDIQ process that outlines a detailed scope of services to be provided for a project or service under a Master Agreement.

PUBLIC NOTICE
CITY OF DULUTH, GEORGIA
FISCAL YEAR 2025 (FY25) BUDGET REVIEW AND ADOPTION

PUBLIC HEARINGS ON FY24 BUDGET: The public is hereby notified that Public Hearings are scheduled for the **FY25 Proposed Budget** during the regular Council meetings on May 13, 2024 and June 10, 2024 at 6:00pm in accordance with the provision of the State Code of Georgia 36-81-5 (d, e and f). The hearings will take place in the Duluth City Hall Council Chambers located at 3167 Main Street, Duluth, Georgia 30096. At these meetings, the Mayor and Council will receive both written and oral comments about the Annual Operating and Capital Budgets for the City of Duluth, Georgia. A qualified interpreter for the hearing impaired will be available upon request when made at least ten (10) days in advance of this meeting. Please call (770) 476-3434 to request an interpreter or for more information.

BUDGET AVAILABLE FOR REVIEW: The FY25 Proposed Budget is available for public inspection online at **duluthga.net** or during regular office hours (8:00am - 5:00pm, Monday through Friday) in the office of the City Clerk located on the first floor of City Hall, 3167 Main Street, Duluth, Georgia.

BUDGET REVIEW: The Mayor and Council of the City of Duluth reviewed the FY25 Proposed Budget on April 15, 2024, during a meeting that was properly noticed and open to the public.

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BUDGET ADOPTION: The Mayor and Council of the City of Duluth are scheduled to adopt the FY25 Budget at the Council meeting on June 10, 2024 during the regular Council meeting at 6:00pm in the Duluth City Hall Council Chambers.

Filed for advertisement, April 29, 2024
Teresa S. Lynn
Asst City Manager-City Clerk, City of Duluth

☐ **PROOF O.K. BY:** _____ ☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

GP-409501 (100%)

ADVERTISER: DULUTH, CITY OF (LEGAL A

SALES PERSON: GPL156

SIZE: 5X8

PUBLICATION: GP-GWINNETT DAILY POST

PROOF CREATED AT: 4/30/2024 4:41:36 PM

NEXT RUN DATE: 05/05/24

PROOF DUE: 05/02/24 12:00:00

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Teresa S. Lynn
Asst City Manager-City Clerk, City of Duluth

Partnership will expand micro loan program to Latina entrepreneurs

By Curt Yeomans
curt.yeomans@gwinnettdaily.com

The Latin American Association and the Community Foundation for Northeast Georgia are teaming up to support Latina entrepreneurs.

The Community Foundation's Impact Investment Fund has invested \$100,000 into the Latin American Association's micro lending program. The association is planning to use the funds for its Avanzando Juntas initiative, which will be aimed at Latinas who are building their own women-owned businesses.

"Everything we do centers around one purpose — improving our world through the power of philanthropy. By providing increased capital to the LAA, we aspire to empower Latina entrepreneurs and instigate meaningful change in our community," Community Foundation for Northeast Georgia CEO DePriest Waddy said.

The partnership is being seen as a step toward the Latin American Association becoming a certified Community Development Financial Institution that fosters economic development in underserved communities.

The Latin American Association has been helping budding small business owners with micro loans for more than a decade as a way to help those businesses with funding to get off the ground. The funding from the Community Foundation will loans of up to \$10,000 for Latina entrepreneurs.

"This partnership reflects our shared commitment to fostering economic growth and creating opportunities for underserved communities. By expanding our micro lending program, we aim to continue supporting the dreams and aspirations of aspiring entrepreneurs while contributing to the economic vitality of the region," Latin American Association CEO Santiago Marquez said.

Photo: Community Foundation for Northeast Georgia
Latina entrepreneurs show off their certificates for participating in the Latin American Association's Avanzando Juntas initiative, which is designed to help build their own businesses through micro loans. The Community Foundation for Northeast Georgia recently invested \$100,000 into the The LAA's micro lending program to help the initiative grow.



Kemp signs farm package

By Dave Williams
Capitol Beat News Service

ATLANTA — Gov. Brian Kemp signed a package of bills Tuesday aimed at im-

proving agriculture, by far Georgia's No.-1 industry.

Kemp touted the economic development successes his administration has brought to rural communities through-



out the Peach State since taking office in 2019. "The vast majority of the

jobs and the vast majority of the investment that have been created by these great private-sector companies ... have been located outside the metro-Atlanta counties, creating opportunities for Georgians to succeed no matter what their zip code," the governor said during a ceremony in Valdosta.

One of the bills Kemp signed Tuesday is expected to help nurture hemp farming in Georgia, a fast-growing industry.

Senate Bill 494, which passed the General Assembly with strong support, establishes licensing requirements for growing hemp as well as manufacturing and selling low-THC hemp products. It also limits the

possession and sale of hemp products to adults at least 21 years of age.

"This bill makes changes to the framework for hemp regulations in Georgia ... ensuring products are safe for our consumers," Kemp said.

Senate Bill 420 prohibits the ownership or acquisition of Georgia farmland by agents of foreign adversaries. The legislation also applies to any type of land located within 10 miles of a military installation.

"We cannot allow foreign adversaries to control something as critical to our survival as our food supply," Kemp said. "Georgia will do everything in our power to prevent bad actors from threatening our

national security."

The governor also signed several bills not related to agriculture, including legislation named in honor of Austin Walters of Valdosta, who died of a fentanyl overdose in 2021 at the age of 30. Senate Bill 465 makes it a felony to manufacture or sell any substance containing fentanyl that causes a death.

"Austin's Law will help save the lives of Georgians by fighting back against the criminals that traffic in these deadly substances," said Lt. Gov. Burt Jones, who presides over the Senate. "Today's signing of Austin's Law marks a pivotal moment in our efforts to help end this deadly epidemic."

CITY OF PEACHTREE CORNERS PUBLIC NOTICE

In accordance with O.C.G.A. § 36-81-5, the City of Peachtree Corners will hold a Public Hearing on May 21, 2024 at 7:00 p.m. for the public to review and comment on the proposed FY2024-2025 budget. The hearing and meeting will be held at the City of Peachtree Corners City Hall Building located at 310 Technology Parkway, Peachtree Corners, GA 30092. A copy of the proposed budget is available for review at City Hall during regular business hours. It is also available on the City's website at www.peachtreecornersga.gov. If you have any questions, please contact the Finance Director at csalley@peachtreecornersga.gov.

Ga. man sentenced for role in Jan. 6 U.S. Capitol breach

By Dave Williams
Capitol Beat News Service

ATLANTA — A Georgia man was sentenced to 57 months in prison Thursday for assaulting law enforcement officers during the Jan. 6, 2021, breach of the U.S. Capitol.

Jack Wade Whitton, 33, of Locust Grove pleaded guilty in federal court in September 2022 to one count of assaulting, resisting, or impeding officers with a deadly or dangerous weapon.

According to court doc-

uments, Whitton pulled a metal crutch from a crowd approaching a police line, raised it overhead, and thrust it repeatedly at police, striking law enforcement officers. Although an officer gained control of the crutch, Whitton continued fighting, grabbing at officers with his hands and kicking an officer lying on the ground.

Whitton then grabbed an officer's baton and dragged the officer head-first and face-down into a crowd of rioters, where the officer

was beaten.

Later that day, Whitton threw an object at a line of officers, then reached over a balustrade to throw a punch at them.

In the days following the riot, Whitton posted about his conduct at the Capitol on social media, expressing pride in his participation in the assaults.

He was arrested in Locust Grove in April 2021. The case was investigated by the FBI's Atlanta and Washington field offices and prosecuted by the U.S. Attorney's Office for the District of Columbia assisted by the U.S. Attorney's office for the Northern District of Georgia.

Following the prison sentence, Whitton will have to serve 36 months of supervised release. He also has been ordered to pay \$2,000 in restitution.

PUBLIC NOTICE CITY OF DULUTH, GEORGIA FISCAL YEAR 2025 (FY25) BUDGET REVIEW AND ADOPTION

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BUDGET ADOPTION: The Mayor and Council of the City of Duluth are scheduled to adopt the FY25 Budget at the Council meeting on June 10, 2024 during the regular Council meeting at 6:00pm in the Duluth City Hall Council Chambers.

Filed for advertisement, April 29, 2024
Teresa S. Lynn
Asst City Manager-City Clerk, City of Duluth

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**ORDINANCE OF REZONING
02024-28
CITY OF DULUTH**

AN ORDINANCE GRANTING SPECIAL USE APPROVAL TO ALLOW FOR THE SALE OF TOBACCO AND TOBACCO PRODUCTS (CIGAR, TOBACCO AND VAPE PRODUCTS) IN C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED ON A ± 1.05 ACRE PROPERTY (1395 SQ FT OF RETAIL SPACE) IN LAND LOT 322 OF THE 6TH DISTRICT, GWINNETT COUNTY CONSISTING OF TAX PARCEL R6322 151 ADDRESSED AS 3308 PEACHTREE INDUSTRIAL BOULEVARD, DULUTH, GEORGIA 30096. THE PROPERTY, GENERALLY KNOWN AS “3308 PEACHTREE INDUSTRIAL BOULEVARD”, IS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT “B”. THE ORDINANCE PROVIDES FOR FINDINGS, ESTABLISHES CONDITIONS OF APPROVAL AS SHOWN ON ATTACHED EXHIBIT “C”, PROVIDES FOR SEVERABILITY, REPEALS CONFLICTING ORDINANCES, ESTABLISHES AN EFFECTIVE DATE, AND IS FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the applicant, Mohamed Alhadad, has filed a complete application (SU2024-001) with the City of Duluth seeking Special Use approval to allow for the sale of tobacco and tobacco products (cigars, tobacco and vape products) in the C-2 (General Business) zoning district; and

WHEREAS, per Article 11 of the Duluth Unified Development Code, a Special Use must be approved by the Governing Body; and

WHEREAS, the City of Duluth Planning Commission held a public hearing at the meeting of April 1, 2024, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding the application. After said hearing, the decision was tabled by the Planning Commission pending a request for more information. After additional discussion at the May 6, 2024 meeting, the Planning Commission recommended Approval with conditions as is set forth in the minutes of said meeting; and

WHEREAS, the City Council held a public hearing at the meeting of May 13th, 2024, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

Pursuant to Article 11 of the Duluth Unified Development Code, the City Council finds that it is appropriate to grant special use approval to the property, for the following reasons:

- A. The special use is suitable given the use and development of adjacent and nearby properties.
- B. The proposed special use is not anticipated to adversely affect the existing use or usability of adjoining or nearby properties.
- C. The proposed special use is not anticipated to cause an excessive or burdensome use of existing

streets, transportation facilities, utilities, or schools.

- D. The Future Land-Use and Development section and supporting Character Area Map of FORWARDuluth (also known as the Comprehensive Plan, 2045) identifies the Character Area of this property as the Peachtree Retail Corridor District. Special Use approval to allow for the sale of tobacco and tobacco products (cigars, tobacco and vape products) in the C-2 (General Business) zoning district is consistent with the spirit and intent of the Comprehensive Plan.

SECTION 2. LEGAL DESCRIPTION.

The property that is subject to this ordinance consists of ± 1.05 acres (1395 sq ft of retail space) and is legally described on Exhibit "B", attached hereto. Said Exhibit is incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance or any Ordinance pertaining to the companion applications as identified above be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Duluth, Georgia.

SECTION 5. REPEALER.

All conflicting ordinances and conditions are hereby repealed and replaced with the conditions of approval set forth in this Ordinance O2024-28.

ATTACHMENTS:

Exhibit “A”: Maps

Exhibit “B”: Legal Description

Exhibit “C”: Conditions of Approval

Exhibit “D”: Applicant’s Responses to the Standards Governing Special Use Consideration

Exhibit “E”: Public Notice

{Signatures on the following page}

IT IS SO RESOLVED this _____ day of _____ 2024.

Those councilmembers voting in favor:

Mayor Greg Whitlock

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit "A"
Maps
Location Map



Zoning Map



Character Areas Map



Exhibit "B"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 322 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

To find the true point of beginning commence at point formed by the intersection of the right-of-way of Peachtree Industrial Boulevard (150' R/W) and the intersection of the right-of-way of River Green Parkway (50' R/W); Thence along the right-of-way of Peachtree Industrial Boulevard south 36 degrees 09 minutes 5 seconds west for a distance of 248.59 feet to an iron pin set, said point being the true point of beginning thence leaving said right-of-way south 53 degrees 58 minutes 50 seconds east for a distance of 230.00 feet to an iron pin set; thence south 36 degrees 09 minutes 12 seconds west for a distance of 200.00 feet to an iron pin set; thence north 53 degrees 50 minutes 58 seconds west for a distance of 230.00 feet to an iron pin set on the southeasterly right of way of Peachtree Industrial Boulevard; Thence along the right-of-way of Peachtree Industrial Boulevard; Thence along the right-of-way of Peachtree Industrial Boulevard North 38 degrees 09 minutes 05 seconds east for a distance of 200.00 feet to a point, said point being the True Point of Beginning; said property contains 1.056 acres more or less.

Also conveyed herewith is a perpetual, non-exclusive ingress/egress easement shown as existing 24' ingress/egress easement over and across adjoining property shown as "Amoco Oil Company" on easement plat recorded in Plat Book 77 Page 157 Gwinnett County Deed Records, said easement shall be for the purpose of vehicular and pedestrian ingress/egress to/from the above described property and River Green Parkway; also conveyed herewith is a perpetual, non-exclusive ingress/egress easement shown as existing drive way easement #2 shown as "Amoco Oil Company" on easement plat recorded in Plat Book 77, Page 157, Gwinnett County Georgia Records. Said easement shall be for the purpose of vehicular and pedestrian ingress/egress to/from the above described property and Peachtree Industrial Boulevard also reserved herefrom is a perpetual, non-exclusive ingress/egress easement shown as existing driveway easement #1 (Ingress/egress) over an across tract 1 (the herein conveyed property) on easement plat recorded in Plat Book 77, Page 157, Gwinnett County Georgia records, said easement shall be for the purpose of vehicular and pedestrian ingress/egress to/from the "Amoco Oil Company" property and Peachtree Industrial Boulevard, these non-exclusive perpetual easements shall run with the title to the above described property and shall not be diminished or extinguished by non use.

Exhibit “C”

Conditions of Approval

1. The Special Use (SU2024-001) is hereby approved for Mohamed Alhadad, and his successors, for the operation of a tobacco and tobacco supply (tobacco, vape, cigars, etc.) . Notwithstanding, all Special Use applications shall be for firm development proposals only. The Special Use shall not be used for securing early zoning for conceptual proposals that may not be undertaken for some time. Therefore, an occupational tax certificate shall be obtained within 3 months from the date of Special Use approval. The Special Use shall be revoked if no occupational tax certificate is obtained.

Once established:

- A. If the use changes, the Special Use is hereby terminated.
 - B. If the use is discontinued or abandoned for a period of ninety (90) days, regardless of the intent of the owner or occupier to resume the use, the Special Use is hereby terminated.
 - C. If the use is extended in any way, either on the same or adjoining property, the Special Use is terminated.
2. The approval of the special use allows Mohamed Alhadad and his successors to operate a tobacco and tobacco supply business. The approval does not, however, permit the deviation from the UDC as it relates to signage. Signage must follow Article 6, and includes but is not limited to Section 604.
 3. The Special Use is predicated on the understanding that all applicable codes within the MuniCode and the Unified Development Code (UDC) be followed at all times.
 4. Neon signs shall be prohibited from being placed on any wall or window facing toward the front entrance.
 5. There shall be no signs, stickers or advertisements for products sold within the store on any wall or window facing toward the front entrance.
 6. The property shall be maintained in a state of good repair at all times, free from any violations of the Property Maintenance Code; Unified Development Code; License and Business Regulations; Nuisance Codes, and any other codes adopted by the City of Duluth. Failure to maintain the property at or above the minimum standards adopted in the City of Duluth codes and ordinance shall be cause for revocation of the Special Use.
 7. The privilege of a Special Use is subject to all conditions that have been attached to it. The City Council may revoke any Special Use approval after it has been proven that the conditions have been violated. Revocation of the Special Use shall cause the use to become an illegal nonconformity, the continuation of which is strictly prohibited.

The Community Development and Engineering Department shall have the right to periodically examine the operation of the Special Use to determine compliance with the requirements and any conditions. If the Director determines that the requirements and conditions are being violated, a written notice shall be issued to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten (10) days to come into compliance. If after ten (10) days the violations continue to exist, the Director shall forward a report to the City Council through the Planning Commission who may recommend that action be taken to remove the Special Use from the property. Notwithstanding, repeat violations within a period of sixty (60) days of the same nature shall not be required to give additional notice or time to correct prior to initiating revocation procedures outlined herein.

If violations are not corrected within the stated time frame, the City will notify the property owner and publish a public hearing notice for a public hearing to consider revocation of the Special Use, pursuant to O.C.G.A. § 36-66-4.

The Director of Community Development and Engineering shall notify the Planning Commission of the violation of conditions of the Special Use at the next regular Planning Commission meeting, and revocation of the Special Use Permit shall be considered at that time. The Planning Commission shall review the city staff report(s), take testimony from the property owner, and public testimony, and make a recommendation on the Special Use revocation to be forwarded to City Council. Following the Planning Commission recommendation, the City Council shall review the city staff report(s), take testimony from the property owner, and public testimony, and make a decision on the Special Use revocation. The City Council may approve a resolution to revoke the Special Use and include authorization for the Director to order the Special Use to cease. In the case of a terminated or revoked Special Use, the operations shall cease immediately.

Exhibit “D”

Applicant’s Response to the Standards Governing Special Use Consideration

A. How the proposed special use will allow a use that is suitable in view of the use and development of adjacent and nearby property.

The proposed smoke shop aligns with the use and development of adjacent and nearby properties, fostering a compatible business environment. It takes into account the surrounding commercial landscape and ensures a harmonious integration within the community. With the multiple fast food locations nearby, our customers can get food, come in, and hang around as we have couches, a tv and hookahs for the customers.

B. How the proposed special use will adversely affect the existing use or usability of adjacent or nearby property.

The impact on existing uses or usability of adjacent properties is carefully considered. The smoke shop is designed to minimize adverse effects, ensuring that neighboring properties can continue their operations without disruption. Our shop never smells out of place, it smells like any place would, Fresh. Which brings in customers to the plaza with our good service and our bond with our customers.

C. Whether the property to be affected by a proposed special use has a reasonable economic use as currently zoned.

The property to be affected by the smoke shop maintains a reasonable economic use within its current zoning. The business contributes positively to the local economy without compromising the integrity of the existing zoning regulations.

D. Whether the proposed special use will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The smoke shop is planned to avoid causing excessive or burdensome use of existing streets, transportation facilities, utilities or schools. Traffic management plans and utility assessments have been conducted to mitigate any potential strain on the local infrastructure. We all share parking and there is plenty of space for customers of all kinds.

E. Whether the proposed special use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans adopted for guiding development within the City of Duluth.

The proposed smoke shop is in conformity with the policy and interest of the Comprehensive Plan, Land Use Plan, and other relevant city plans. It aligns with the vision for responsible economic development and is consistent with the broader goals outlined in these plans. As we have many business partners and high investors to keep business booming not just for us but for the community because any customer of mine is a customer of the plaza.

F. Whether there is other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the special use.

The approval of the smoke shop takes into account existing and changing conditions, providing grounds for approval based on its positive contributions to the community and adherence to evolving urban development standards. It considers factors such as community needs and ensures adaptability to changing conditions. Every few months or so we rearrange the shop in order to boost our business based on our profit margins. Recently we have been selling more glass/hookah products, so we invested more into that and gave it a whole section to bring the eye of customers interested easily. Smoke Factory isn't just a business, it's a community. We are friends with all the shoppers and they are in good hands and will always be taken care of to the max extent.

Exhibit "E"
CITY OF DULUTH

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a special use request from Mohamed Alhadad, on approximately 1.056 acres of property in Land Lot 326, 6th District, Gwinnett County, located at 3308 Peachtree Industrial Boulevard, consisting of tax parcels 6322-151, case number SU2024-001. The special use request is to operate a vape shop in the C-2 zoning district.

The public is invited to attend this hearing before the Mayor and Council on the proposed special use. The meeting date, place and time regarding this matter are as follows:

WHEN: May 13th , 2024 - 6:00 p.m.
WHERE: City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed special use, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:

City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email: Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.

In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.



CITY OF DULUTH
Mayor and Council
Staff Report
May 13, 2024

CASE NUMBER:	SU2024-001
LOCATION:	3308 Peachtree Industrial Boulevard
PARCEL(S):	R6322 151
CURRENT ZONING:	C-2 (General Business District)
PROPOSED ZONING:	C-2 (General Business District) with Special Use
ACREAGE:	+/- 1.05 acres (1395 sq ft of retail space)
REQUEST:	Approval of Special Use to allow for the sales of Tobacco and Tobacco products (Cigar, Tobacco and Vape products)
OWNER/APPLICANT:	<i>Owner:</i> Young Seo 3308 Peachtree Industrial Boulevard Duluth, GA 30096 <i>Applicant:</i> Mohamed Alhadad 2565 Kingsbrooke Lane Duluth, GA 30097

STAFF RECOMMENDATION SU2024-001:	APPROVAL WITH CONDITIONS
PLANNING COMMISSION RECOMMENDATION SU2024-001:	APPROVAL WITH CONDITIONS

I. PURPOSE AND DESCRIPTION OF THE REQUEST

The purpose of this Special Use request (SU2024-001) is to allow the sale of Tobacco and Tobacco products (cigars, tobacco, vape products) in the C-2 (General Business District) zoning district.

Maps detailing the location, zoning district and character area of the subject property are attached hereto as Exhibit “A”. The legal description of the subject property is attached hereto as Exhibit “B”. Recommended conditions of approval are detailed in Exhibit “C”.

II. EXISTING CONDITIONS

The subject property totals +/- 1.05 acres. The suite in which the applicant would like to place the business is a 1,395 sq ft store front. To the east of the subject property is the residential subdivision Chattahoochee Landing, which is a Planned Unit Development (PUD). To the west of the subject property is the senior living facility Parc at Duluth, which is also a PUD. To the north and south of the subject property is zoned C-2 (General Business District).

III. REVIEW OF THE REQUEST

1. Literal Interpretation of the Unified Development Code (UDC)

- A. Table 2-C of the UDC allows “Cigar, Tobacco and Other Smoker’s Supply Stores” in the C-2 zoning district by way of Special Use approval from the Duluth City Council.
- B. Section 1101.02 of the UDC states if a proposed use is not allowed by right under the existing zoning on a property, a request for an amendment to the Official Zoning Map (often called a “rezoning”) must be approved prior to development, construction, or occupancy.
- C. Section 1105 of the UDC establishes the Special Use Considerations.

The Special Use is designed to apply under any one of the following circumstances:

- 1. A Special Use listed under the zoning district is desired for development and a more intensive zoning district containing that use, as a use by right would not be appropriate for the property; or
- 2. A Special Use listed under the zoning district is desired for development and no zoning district contains that use as a use by right; or
- 3. A unique use not addressed in any zoning district is desired for development and is not likely to be duplicated within the City of Duluth; or
- 4. The density of development may be affected by the height of a building; or
- 5. The neighboring properties may be affected by the height of any structure; or

6. The Special Use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood and would not be in conflict with the overall objective of the Comprehensive Plan.

In order to accommodate these particular uses, Special Use approval allows the City Council to approve such a use on a particular parcel without changing the general zoning district. Such approval shall be subject to the requirements set forth below and any additional conditions deemed necessary to ensure the compatibility of the Special Use with the surrounding properties. All Special Use applications shall be for firm development proposals only. The Special Use shall not be used for securing early zoning for conceptual proposals that may not be undertaken for some time. A Special Use application shall be considered only if the application is made by the owner of the property or by his/her authorized agent. The minimum requirements for a Special Use approval are:

1. Any uses allowed under Special Use approval shall also conform to the requirements of this Development Code for all uses as found in the zoning district.
2. The application and review process for a Special Use shall be the same as for the zoning district under which the Special Use is found. In addition to the information and/or site plans which are required to be submitted for the proposed development, additional information deemed necessary by the Director in order to evaluate a proposed use and its relationship to the surrounding area shall be submitted. In the review process, particular emphasis shall be given to the evaluation of the characteristics of the proposed use in relationship to its immediate neighborhood and the compatibility of the proposed use with its neighborhood.
3. In the approval process for a Special Use approval application, the City Council shall consider the policies and objectives of the Comprehensive Plan, particularly in relationship to the proposed site and surrounding area and shall consider the potential adverse impacts on the surrounding area, especially in regards but not limited to traffic, storm drainage, land values and compatibility of land use activities.
4. If an application is approved and a Special Use approval is granted, all conditions that may have been attached to the approval are binding to the property. All subsequent development and use of the property shall be in accordance with the approved plan and conditions.
5. Changes to a Special Use or development of a site for the Special Use, shall be treated as an amendment to the Special Use Permit and shall be subject to the same application and review process as a new application.
6. An application for Special Use approval in a residential district and which use is proposed to operate in a dwelling or as an accessory use to a dwelling is subject to the following additional requirements:
 - a. The Special Use shall operate within the dwelling on the property or, if approved by the City Council, in an accessory structure.

- b. The exterior character of the dwelling shall be preserved in its residential state and there shall be no outside evidence of the operation of a Special Use to the neighborhood, except for any accessory structure approved by the City Council.
- 7. The owner of the property approved for a Special Use may voluntarily request termination of the Special Use by notifying the Director in writing. The Director shall notify the City Council through the Planning Commission of the voluntary termination. The approval of a Special Use for a specific use which may be operated by a lessee under a private agreement with a lessor in any non-residential district shall not obligate the City Council to be responsible for or be required to resolve any disputes which may arise out of the voluntary termination of the Special Use by the property owner.
- 8. The Community Development and Engineering Department shall have the right to periodically examine the operation of the specific use to determine compliance with the requirements and any conditions. If the Director determines that the requirements and conditions are being violated, a written notice shall be issued to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten days to come into compliance. If after ten days the violations continue to exist, the Director shall forward a report to the City Council through the Planning Commission who may recommend that action be taken to remove the Special Use from the property.
- 9. Upon approval by the City Council, a Special Use shall be identified on the official zoning maps.
- 10. Upon approval by the City Council of a Special Use, the owner of the property shall be issued a notice from the Director that states the specific use permitted, the requirements of this Section and any conditions attached to the approval.
- 11. The Community Development and Engineering Department shall not issue a Certificate of Occupancy for the specific use unless all requirements and conditions of the Special Use approval have been fulfilled by the owner of the property.

2. Standards Governing the Exercise of Zoning Power

Section 1104.02 of the UDC establishes the standards governing the exercise of zoning power. The following standards are relevant in balancing the interest and promoting the public health, safety, morality, and general welfare against the right to the unrestricted use of property:

- A. How the proposed Special Use will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- B. How the proposed Special Use will adversely affect the existing use or usability of adjacent or nearby property.
- C. Whether the property to be affected by a proposed Special Use has a reasonable economic use as currently zoned.

- D. Whether the proposed Special Use will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- E. Whether the proposed Special Use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans adopted for guiding development within the City of Duluth.
- F. Whether there are other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the Special Use.

The Applicant has provided written responses to the above Special Use standards as part of the application. That document is attached hereto as Exhibit "F".

3. Literal Interpretation of FORWARDuluth, Plan 2040 (Comprehensive Plan)

The subject property is located in the Peachtree Retail Corridor District. FORWARDuluth envisions this Character Area to serve as an attractive and energized retail corridor easily accessed by Duluth residents and non-city residents alike. The Character Area is characterized by strip retail centers and stand alone commercial buildings. The Future Land Use Map (FLUM) envisions the uses to be commercial/retail/office.

IV. PLANNING STAFF REVIEW

Between an amendment to the UDC on April 11, 2016 and today's current iteration of the UDC, Cigar and Tobacco Stores as a use went from being allowed by right in C-2, HC-Retail and HC-Auto, to only being allowed by special use in the C-2 zoning district. Since that change, the City of Duluth has only had a single application for a tobacco or tobacco product retail store. That request came in front of the Planning Commission in November of 2023. At that hearing, Planning Commission recommended approval with conditions. The Mayor and Council heard the request in December of 2023 and denied that application.

The Vision & Aspirations chapter and supporting Character Area Map of FORWARDuluth (also known as the Comprehensive Plan) identifies the Character Area of this property as the Retail Corridor District. The Retail Corridor District is currently characterized by strip retail centers and stand-alone commercial buildings. The corridor is easily accessible to city residents by car as well as non-city residents traveling through Duluth. A few of the aspirations within the Peachtree Retail Corridor are: work with building owners to help maintain high occupancy rates through business retention and recruitment; continue code compliance efforts to maintain an attractive appearance of shopping centers and buildings; encourage more development and reinvestment in older commercial buildings. In the case of the subject property, a tobacco and tobacco product retailer is compatible with this character area of the City. The use creates relatively small amounts of trips and should not disturb the surrounding uses.

V. RECOMMENDATION

Staff recommends **Approval with Conditions** of case SU2024-001. The Conditions of Approval are attached hereto as Exhibit "C". Planning Commission also recommends Approval with Conditions of case SU2024-001.

ATTACHMENTS:

Exhibit "A": Maps

Exhibit "B": Legal Description

Exhibit "C": Conditions of Approval

Exhibit "D": Applicant's Responses to the Standards Governing Special Use Consideration

Exhibit "E": Staff's Response to Planning Commission questions

Exhibit "F": Public Hearing Advertisement/Public Notice

Exhibit “A”
Maps
Location Map



Zoning Map



p

Character Map



Exhibit "B"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 322 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

To find the true point of beginning commence at point formed by the intersection of the right-of-way of Peachtree Industrial Boulevard (150' R/W) and the intersection of the right-of-way of River Green Parkway (50' R/W); Thence along the right-of-way of Peachtree Industrial Boulevard south 36 degrees 09 minutes 5 seconds west for a distance of 248.59 feet to an iron pin set, said point being the true point of beginning thence leaving said right-of-way south 53 degrees 58 minutes 50 seconds east for a distance of 230.00 feet to an iron pin set; thence south 36 degrees 09 minutes 12 seconds west for a distance of 200.00 feet to an iron pin set; thence north 53 degrees 50 minutes 58 seconds west for a distance of 230.00 feet to an iron pin set on the southeasterly right of way of Peachtree Industrial Boulevard; Thence along the right-of-way of Peachtree Industrial Boulevard; Thence along the right-of-way of Peachtree Industrial Boulevard North 38 degrees 09 minutes 05 seconds east for a distance of 200.00 feet to a point, said point being the True Point of Beginning; said property contains 1.056 acres more or less.

Also conveyed herewith is a perpetual, non-exclusive ingress/egress easement shown as existing 24' ingress/egress easement over and across adjoining property shown as "Amoco Oil Company" on easement plat recorded in Plat Book 77 Page 157 Gwinnett County Deed Records, said easement shall be for the purpose of vehicular and pedestrian ingress/egress to/from the above described property and River Green Parkway; also conveyed herewith is a perpetual, non-exclusive ingress/egress easement shown as existing drive way easement #2 shown as "Amoco Oil Company" on easement plat recorded in Plat Book 77, Page 157, Gwinnett County Georgia Records. Said easement shall be for the purpose of vehicular and pedestrian ingress/egress to/from the above described property and Peachtree Industrial Boulevard also reserved herefrom is a perpetual, non-exclusive ingress/egress easement shown as existing driveway easement #1 (Ingress/egress) over and across tract 1 (the herein conveyed property) on easement plat recorded in Plat Book 77, Page 157, Gwinnett County Georgia records, said easement shall be for the purpose of vehicular and pedestrian ingress/egress to/from the "Amoco Oil Company" property and Peachtree Industrial Boulevard, these non-exclusive perpetual easements shall run with the title to the above described property and shall not be diminished or extinguished by non use.

Exhibit “C” Conditions of Approval

General

1. The Special Use (SU2024-001) is hereby approved for Mohamed Alhadad, and his successors, for the operation of a tobacco and tobacco supply (tobacco, vape, cigars, etc.) . Notwithstanding, all Special Use applications shall be for firm development proposals only. The Special Use shall not be used for securing early zoning for conceptual proposals that may not be undertaken for some time. Therefore, an occupational tax certificate shall be obtained within 3 months from the date of Special Use approval. The Special Use shall be revoked if no occupational tax certificate is obtained.

Once established:

- A. If the use changes, the Special Use is hereby terminated.
 - B. If the use is discontinued or abandoned for a period of ninety (90) days, regardless of the intent of the owner or occupier to resume the use, the Special Use is hereby terminated.
 - C. If the use is extended in any way, either on the same or adjoining property, the Special Use is terminated.
2. The approval of the special use allows Mohamed Alhadad and his successors to operate a tobacco and tobacco supply business. The approval does not, however, permit the deviation from the UDC as it relates to signage. Signage must follow Article 6, and includes but is not limited to Section 604.
 3. The Special Use is predicated on the understanding that all applicable codes within the MuniCode and the Unified Development Code (UDC) be followed at all times.
 4. Neon signs shall be prohibited from being placed on any wall or window facing toward the front entrance.
 5. There shall be no signs, stickers or advertisements for products sold within the store on any wall or window facing toward the front entrance.
 6. The property shall be maintained in a state of good repair at all times, free from any violations of the Property Maintenance Code; Unified Development Code; License and Business Regulations; Nuisance Codes, and any other codes adopted by the City of Duluth. Failure to maintain the property at or above the minimum standards adopted in the City of Duluth codes and ordinance shall be cause for revocation of the Special Use.
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The Director of Community Development and Engineering shall notify the Planning Commission of the violation of conditions of the Special Use at the next regular Planning Commission meeting, and revocation of the Special Use Permit shall be considered at that time. The Planning Commission shall review the city staff report(s), take testimony from the property owner, and public testimony, and make a recommendation on the Special Use revocation to be forwarded to City Council. Following the Planning Commission recommendation, the City Council shall review the city staff report(s), take testimony from the property owner, and public testimony, and make a decision on the Special Use revocation. The City Council may approve a resolution to revoke the Special Use and include authorization for the Director to order the Special Use to cease. In the case of a terminated or revoked Special Use, the operations shall cease immediately.

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A. How the proposed special use will allow a use that is suitable in view of the use and development of adjacent and nearby property.

The proposed smoke shop aligns with the use and development of adjacent and nearby properties, fostering a compatible business environment. It takes into account the surrounding commercial landscape and ensures a harmonious integration within the community. With the multiple fast food locations nearby, our customers can get food, come in, and hang around as we have couches, a tv and hookahs for the customers.

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C. Whether the property to be affected by a proposed special use has a reasonable economic use as currently zoned.

The property to be affected by the smoke shop maintains a reasonable economic use within its current zoning. The business contributes positively to the local economy without compromising the integrity of the existing zoning regulations.

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E. Whether the proposed special use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans adopted for guiding development within the City of Duluth.

The proposed smoke shop is in conformity with the policy and interest of the Comprehensive Plan, Land Use Plan, and other relevant city plans. It aligns with the vision for responsible economic development and is consistent with the broader goals outlined in these plans. As we have many business partners and high investors to keep business booming not just for us but for the community because any customer of min is a customer of the plaza.

F. Whether there is other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the special use.

The approval of the smoke shop takes into account existing and changing conditions, providing grounds for approval based on its positive contributions to the community and adherence to evolving urban development standards. It considers factors such as community needs and ensures adaptability to changing conditions. Every few months or so we rearrange the shop in order to boost our business based on our profit margins. Recently we have been selling more glass/hookah products, so we invested more into that and gave it a whole section to bring the eye of customers interested easily. Smoke Factory isn't just a business, it's a community. We are friends with all the shoppers and they are in good hands and will always be taken care of to the max extent.

Exhibit “E”
Staff’s Response to Planning Commission Questions

1. How many vape shops currently exist within the city limit, and where are they located?

There are currently four (4) Tobacco, Cigar, and Other Smoker’s Supply Stores that have Occupational Tax Certificates within the City of Duluth.

TP ATL	3920 Peachtree Industrial Boulevard Ste 2
3 Brothers Smoke Shop	3631 Peachtree Industrial Boulevard Ste 103
Smoke & Toke	2863 Peachtree industrial Boulevard Ste A
E-Vape Wireless	3940 Buford Hwy Ste A-109

2. Can this use go elsewhere in the City without the need for a SUP?

No, a Tobacco, Cigar, and Other Smoker’s Supply Stores are only allowed in C-2 with a Special Use.

3. Is there a limit to the number of vape shop/tobacco shops you can have in the City?

No, currently there is no limit to the number of vape shop/tobacco shops.

4. What other uses are within that same strip mall?

Digital Car Audio
 Dance Studio
 Good News Herb and Acupuncture
 Flower Story
 Missy’s Retreat Salon
 Skin Care Mi Dreams
 Break Coffee Roaster
 Chacko’s Udipi Indian Cuisine

5. Is there a buffer or distance requirement that goes along with this use? **For example**, would a tobacco shop need to be 500’ from a school or residence?

No, currently there is no buffer or distance requirement that goes along with this use.

Exhibit "F"
Public Notice

Public Notice Printed in Gwinnett Daily Post 3/31/2024

CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a special use request from Mohamed Alhadad, on approximately 1.056 acres of property in Land Lot 326, 6th District, Gwinnett County, located at 3308 Peachtree Industrial Boulevard, consisting of tax parcels 6322-151, case number SU2024-001. The special use request is to operate a vape shop in the C-2 zoning district.

The public is invited to attend this hearing before the Mayor and Council on the proposed special use. The meeting date, place and time regarding this matter are as follows:

WHEN: May 13th, 2024 - 6:00 p.m.
WHERE: City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed special use, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:

City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email: Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.

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CITY OF DULUTH
PUBLIC NOTICE

SU2024-001

REQUEST TO

Allow a tobacco/vape Shop
in the C-2 Zoning

PARCEL: 6322 - 151

ADDRESS: 3308 Peachtree Industrial Blvd

CURRENT ZONING: C-2

PROPOSED ZONING: C-2

Planning Comm. DATE: April 1, 2024 @ 6 p.m.

Mayor & Council DATE: May 13, 2024 @ 6 p.m.

All interested members of the public are invited to
attend the hearings at:

CITY HALL COUNCIL CHAMBERS
3167 MAIN STREET, DULUTH, GA 30096
770.476.1790

on the dates and times provided above.



CITY OF DULUTH
Mayor and Council
Staff Report
May 13, 2024

CASE NUMBER:	Z2024-001
LOCATION:	0 NE Old Peachtree Road
PARCEL(S):	R7199 224
CURRENT ZONING:	O-I (Office-Institutional District)
PROPOSED ZONING:	PUD (Planned Unit Development)
ACREAGE:	+/- 11.2 acres
REQUEST:	Approval of a Rezoning from O-I (Office-Institutional District) to PUD (Planned Unit Development) to allow for a church and townhome development.
OWNER/APPLICANT:	Paradise Evangelistic Association, Inc. 3675 Crestwood Parkway, Suite 400 Duluth, GA 30096 The Providence Group, LLC, c/o J. Alexander Brock Smith, Gambrell, and Russell, LLP 1105 W. Peachtree St. NE, Suite 1000 Atlanta, GA 30309

STAFF RECOMMENDATION Z2024-001:	Approval with Conditions
PLANNING COMMISSION RECOMMENDATION Z2024-001:	Approval with Conditions

I. PURPOSE AND DESCRIPTION OF THE REQUEST

The purpose of the rezoning request (Z2024-001) is to rezone the current parcel from O-I (Office-Institutional District) to PUD (Planned Unit Development).

Maps detailing the location, zoning district and character area of the subject property are attached hereto as Exhibit "A". The legal description of the subject property is attached hereto as Exhibit "B". Recommended conditions of approval are detailed in Exhibit "C". Applicant's Responses to the Standards Governing Special Use Consideration are provided in Exhibit "D". Applicant's Letter of Intent is provided in Exhibit "E". The Master Plan is located in Exhibit "F".

In order for the applicant to achieve their desired land use on the subject property, they are required to rezone the subject property.

II. EXISTING CONDITIONS

The subject property totals +/- 11.2 acres and is currently undeveloped. The subject property lies on the edge of unincorporated Gwinnett County along Sugarloaf Parkway. To the east of the subject property is Hull Middle School, which is zoned R-100 (Single-Family Residential), but functions as O-I in this case. The subject property is bound to the north by Old Peachtree Road. Across from Old Peachtree Road to the north is a single-family neighborhood known as the Haven at Sugarloaf Ridge, which is zoned PUD (Planned Unit Development). The subject parcel is bound to the west by Sugarloaf Parkway. Across from Sugarloaf Parkway is a single-family subdivision known as Sugarloaf Country club, which lies in unincorporated Gwinnett County. To the south of the subject is zoned RTH (Residential Town Home) in unincorporated Gwinnett County. It is currently being developed into a townhome development with 33 townhomes on 6.055 acres, which yields a density of 5.45 units per acre.

III. ZONING HISTORY

In 2003, the subject property was annexed into the City of Duluth as part of a larger +/-120 acre annexation and rezoning. Prior to the annexation into the City, the property was zoned R-100 (Single-family Residential) by Gwinnett County. The annexation was accompanied by a rezoning application for a PUD (Planned Unit Development). As is typical with PUD application, the applicant submitted a master concept plan to be approved with the rezoning. The subject property was shown to be the commercial portion of the mixed-use PUD with the remaining property being residential. Between 2004 – 2007, the residential portion of the PUD was developed by Pulte into the 350-unit Haven at Sugarloaf Ridge subdivision. The subject property remained undeveloped.

In 2009, an amended site plan for the subject site was submitted and approved. The amended site plan included six (6) buildings consisting of grocery, restaurant, office, retail and food court uses. The total square footage of the proposed buildings was 178,796 sf. The plan also called for a "central park" feature in the middle of the site.

In 2018, Paradise Evangelistic Association applied for and was approved for a rezoning from PUD (Planned Unit Development) to O-I (Office-Institutional District) to allow for the construction of a +/- 60,000 sf building intended to be used as a place of religious assembly.

In 2020 the zoning was modified again to allow a slightly smaller church building and a medical office building.

Paradise Evangelistic Association, LLC has amended the proposal and is seeking approval for a rezoning from O-I (Office-Institutional) to PUD (Planned Unit Development) to allow for a smaller footprint church from the previously requested, from a +/- 60,000 sf building to a +/-

30,890 sf building (636 seat sanctuary), a 150 seat accessory chapel and amphitheater, and a residential component including 71 townhome residences on the remaining 7.504 acres, yielding a density of 9.42 units per acre.

IV. REVIEW OF THE REQUEST

1. Literal Interpretation of the Unified Development Code (UDC)

- A. Section 1101.02 of the UDC states if a proposed use is not allowed by right under the existing zoning on a property, a request for an amendment to the Official Zoning Map (often called a “rezoning”) must be approved prior to development, construction, or occupancy.

2. Standards Governing the Exercise of Zoning Power

Section 1104.02 of the UDC establishes the standards governing the exercise of zoning power. The following standards are relevant in balancing the interest and promoting the public health, safety, morality, and general welfare against the right to the unrestricted use of property:

- A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.
- C. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- D. Whether the zoning proposal is consistent with the Land Use Policy Plan, Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Duluth.
- E. Whether there are other existing or changing conditions affecting the use and development of property that give supporting grounds for either approval or disapproval of the zoning or special use proposal.

The Applicant has provided written responses to the above Special Use standards and Rezoning Standards as part of the application. Those documents are attached hereto as Exhibit “E”.

3. Literal Interpretation of FORWARDuluth, Plan 2040 (Comprehensive Plan)

The subject property is located in the Established Neighborhoods Character Area. FORWARDuluth envisions this Character Area to be the backbone of Duluth’s residential community. Ranging from traditional suburban neighborhoods to more walkable and community centered townhome developments, a variety of housing types and price ranges gives a wide variety of people across income levels, age groups and other social strata the opportunity to live in Duluth. The Future Land Use Map (FLUM) envisions this parcel as mixed use.

V. PLANNING STAFF REVIEW

Density

Staff had the opportunity to visit two different sites that The Providence Group, LLC has developed in Alpharetta: Atley and East of Main. The Atley development is similar to the product that The Providence Group is proposing to bring to the City of Duluth. The product is unique within Duluth, and staff agrees that it would be a welcome addition to the housing stock within the city. The proposed density is at a level similar to others developed in other areas of the City.

Development	Acres	Units	Units/Acre	Min. Heated Floor
Gardendale	6.01	55	9	2400 sq/ft
Riviere	8.58	72	8.5	1869 sq/ft (average)
Sherwood Crossing	8.87	79	8.91	2200 sq/ft
Glens at Sugarloaf	10.43	92	8.82	1800 sq/ft
Greysolon	4.81	47	9.77	1800 sq/ft
Evanshire	25.24	140	5.55	2000 sq/ft (average)
Futures Church Site	7.504	71	9.42*	Range: 2000 sq/ft to 2,300 sq/ft

*If considering the overall acreage of this mixed use site, the density would be 6.33 units/acre.

Walkability

With its proximity to many commercial and entertainment nodes including Sugarloaf Market, the mixed-use development at Old Peachtree Rd and Meadow Church Rd known as The Haven at Sugarloaf, Galleria at Sugarloaf and the Gas South District, the proposed development is well served; however, the walkability aspect that can support a dense development is missing. While the Sugarloaf Market and the Gas South District are both roughly a mile away, this is just outside the comfortability range of how far pedestrians are willing to walk, especially along a busy 4-lane divided road such as Sugarloaf Parkway. Therefore, more often than not, people living here will be driving to and from their daily destinations.

Please see Applicant's response to transportation in Section C of Exhibit "D".

Landscaping

It is the staff's opinion that a key feature of this development would be a lush landscape plan. The landscape plan should enhance the buffer between Sugarloaf Parkway, Old Peachtree Road and the subject property. The buffer should incorporate a mix of region-appropriate evergreen trees and shrubs along with a mix of native deciduous trees. This mix of deciduous trees should incorporate small, medium and large canopy trees throughout the site. This enhanced buffer is in addition to the required 224.16 Tree Density Units for the entire site. An approved landscape plan shall be reviewed and approved prior to development.

Please see the Landscape Plan in Exhibit "E".

Open Space

A minimum of 10% of the gross area of the site shall be retained in common open space that is required to be deeded as a separate tract to an Owners Association and shall forever remain as open space. The required common open space shall include any conservation areas within a conservation easement established in accordance with Section 505. Without underground detention, meeting this requirement will be difficult.

While this PUD is not solely multi-family dwellings, the uses are so disparate that 504.02 (c) will be considered, meaning that there should be some programmed ground floor space area for non-residential use, such as access to a church gym or common room for the residents of the townhome development.

The proposal demonstrates a pocket park, gazebo and fire pit among elements of the open space.

Parking

Per the UDC (Unified Development Code), Townhome uses require 2 enclosed spaces per dwelling unit, plus an additional outdoor space per 5 units. With 71 units, there are, proposed, 142 garage covered parking spaces, with an additional 142 by way of driveway. Proposed guest parking is at 34 spaces, which is over required parking by 19 spaces, exceeding the allowable 120% excess of minimum parking spaces.

Per the UDC, Churches or other Places of Worship require 1 space per 5 seats. The proposed church is proposing 262 parking spaces, which exceeds the allowable parking spaces by 187 parking spaces by 75 parking spaces.

Please see how parking was discussed in the "First Amended Statement of Intent/Written Justification" in Exhibit "F"

All driveways must be 22' in length per UDC 909.07.b.1.b.

VI. RECOMMENDATION

Planning staff recommends **Approval with Conditions** of case Z2024-001. Planning Commission recommends Approval with Conditions of case Z2024-001.

Planning Commission added an extra condition at the meeting of May 6th, 2024 which reads: "Applicant shall work with staff to modify master plan to include pervious materials where possible when installing additional parking spaces over the maximum allowed." Staff does not support this added condition as it puts additional financial burden on the future homeowners' association (HOA) to maintain pervious pavement.

ATTACHMENTS:

Exhibit "A": Maps

Exhibit "B": Legal Description

Exhibit "C": Conditions of Approval

Exhibit "D": Applicant's Responses to the Standards Governing Special Use Consideration

Exhibit "E": Applicant's Letter of Intent

Exhibit "F": Master Planned Development

Exhibit "G": Public Hearing Advertisement/Public Notice

Exhibit “A”
Maps
Location Map





Character Map



Z2024-001 PARADISE EVANGELISTIC ASSOCIATION INC		Planning Commission: May 6, 2024		Established Neighborhoods
From: O-I	To: PUD	City Council: May 13, 2024		
 City of Duluth Georgia Community Development & Engineering GIS 130 Feet N  Tax Parcel(s): R7199 224				

Exhibit "B"
Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lot 199 of the 7th Land District of Gwinnett County, Georgia, and being more particularly described according to said survey as follows:

TO FIND THE TRUE PLACE OR POINT OF BEGINNING, commence at the land lot corner common to Land Lots 163, 164, 199 and 200, run thence along the land lot line common to Land Lots 164 and 199 North 60 degrees 06 minutes 23 seconds East 331.21 feet to a point marked by a ½" rebar found on the southwesterly right-of-way line of Sugarloaf Parkway (a one-hundred sixty-foot (160') right-of-way), said point being the TRUE PLACE OR POINT OF BEGINNING. From the TRUE PLACE OR POINT OF BEGINNING as thus established, run thence along said right-of-way North 68 degrees 36 minutes 06 seconds West 90.23 feet to a point; run thence along said right-of-way North 67 degrees 30 minutes 00 seconds West 55.68 feet to a point; run thence along said right-of-way and following the arc of a curve to the right an arc distance of 536.17 feet to a point (said arc having a radius of 1,447.91 feet and being subtended by a chord bearing North 55 degrees 47 minutes 22 seconds West 533.11 feet); run thence along said right-of-way North 05 degrees 26 minutes 24 seconds West 126.48 feet to the point of intersection of said right-of-way and the southerly right-of-way of Old Peachtree Road (a one-hundred twenty foot (120') right-of-way); run thence along the right-of-way line of Old Peachtree Road North 68 degrees 19 minutes 45 seconds East 69.58 feet to a point; run thence along said right-of-way and following the arc of a curve to the right an arc distance of 506.51 feet to a point (said arc having a radius of 4,523.66 feet and being subtended by a chord bearing North 71 degrees 32 minutes 13 seconds East 506.25 feet); run thence along said right-of-way North 74 degrees 44 minutes 40 seconds East 294.95 feet to a point; departing from said right-of-way, run thence South 29 degrees 45 minutes 31 seconds East 524.42 feet to a point marked by a ½" RBF set in concrete with HJ&A cap located on the Land Lot line common to Land Lots 199 and 164; run thence along said land lot line South 60 degrees 06 minutes 23 seconds West 578.34 feet to a point marked by a ½" rebar found, said point being the TRUE PLACE OR POINT OF BEGINNING. Said tract is shown to contain 11.209 acres on a certain Boundary Survey for Jay Eun, dated May 4, 2004, prepared by Precision Planning, Inc., Planners, Engineers, Architects & Surveyors, and certified by Randall W. Dixon, Georgia Registered Land Surveyor No. 1678.

Exhibit "C"

Conditions of Approval

General

- 1.** The subject property shall be developed in substantial accordance with the exhibits listed in this report, except as modified by the conditions contained herein and on file in the office of Community Development and Engineering.
- 2.** All conditions shall be shown on the final plat.
- 3.** An enhanced landscape plan shall be submitted and reviewed by the Community Development and Engineering Department. Enhanced planting along Sugarloaf Parkway and Old Peachtree shall be installed. Maintenance of the enhanced buffer shall be performed in perpetuity regardless of change of ownership.
- 4.** All requirements imposed under this Ordinance shall meet or exceed the minimum standards of the Unified Development Code, unless modified by the conditions contained herein, regardless of any change in ownership.
- 5.** Driveways must conform to the Driveway Design Standards listed in the UDC. 909.07.b.1.b
- 6.** All retaining walls, as needed, shall be constructed of interlocking masonry block, brick or other decorative material as approved by the Community Development and Engineering Department. Gabion baskets and similar ecofriendly walls may be approved at the Director's discretion. Timber and other wooden walls are prohibited. All walls shall meet all City design standards and must be included in the site development plans. All walls over 3' in height require separate review and permitting.
- 7.** The Developer shall provide underground utilities throughout the entire development. Utility meters, power transformers, air conditioner units, etc. shall be located in the rear of buildings and not visible from the right-of-way. Placement of utilities shall be designed to maximize the quality and quantity of landscaping visible from the street and in no case should utility placement be designed to limit opportunities for improved streetscape.
- 8.** Roof equipment shall be screened from the public right-of-way and adjacent property. The method of screening shall be integrated with the structure in terms of its architectural form, materials, color, shape and size. Ground mounted mechanical, HVAC and similar equipment shall be screened on all sides by dense landscaping or walls constructed of the principal material of the building and located so as not to be visible from the public right-of-way and adjacent properties. Additional screening requirements, as identified in Section 306 of the Unified Development Code, shall be implemented to ensure adequate screening of equipment.
- 9.** An outdoor lighting plan shall be approved by the Director of Community Development and Engineering prior to the issuance of a development permit. Lighting plans shall include location type, and operation of all exterior lighting on the site. Site lighting shall be maintained in good repair and operational at all times. The lighting plan must demonstrate how there will be no light intrusion into the neighboring properties.
- 10.** The property shall be cleared of all trash and collections of illegal dumping throughout the site prior to the issuance of a Certificate of Occupancy.
- 11.** A master signage plan shall be submitted to and approved by the Community Development and Engineering Department prior to the issuance of any building permits.

12. The property shall be maintained in a state of good repair at all times, free from any violations of the Property Maintenance Code, Unified Development Code, License and Business Regulations, Nuisance Codes and any other codes adopted by the City of Duluth.
13. O-I (Office-Institutional District) shall be the underlying zoning for the property. As such, the nonresidential accessory uses listed in the Unified Development Code under Table 2-D shall apply. The nonresidential accessory uses allowed by right are: Automatic Teller Machine (ATM) customary to a bank or financial institution without drive-in facilities; automatic Teller Machine (ATM) customary to a bank or financial institution with drive-in facilities; Accessory Uses Customary to a Church or Other Place of Worship (meeting facilities, administrative office, parsonage, classrooms/schools, cemeteries and mausoleums, day care (when a church service is occurring)); Accessory Retail Uses within an Office, Hospital, Hotel or Multi-Family Building; Clinics Cafeterias and Employee Credit Unions within an Office Building (for employees only); Dumpster/Waste Container; Unattended Donation Box. The nonresidential accessory uses allowed by special use are: Community Food Bank and Housing, and Emergency and Other Relief Services (accessory to a Church or Other Place of Worship); Accessory Day Care Centers (above 15 children in care); Accessory Group Day Care Center (7-15 children); Helicopter Landing Pad; Outdoor Storage Area, except Equipment; Outdoor Storage Area, Equipment.
14. **(Recommended by Planning Commission) Applicant shall work with staff to modify master plan to include pervious materials where possible when installing additional parking spaces over the maximum allowed.**

In adopting a map amendment or approving a special use, the Planning Commission may recommend, and the City Council may impose special conditions which they deem necessary in order to make the requested action acceptable and consistent with the proposed uses of the district(s) involved and to further the goals and objectives of the Comprehensive Plan. Such conditions may consist of: setback requirements from any lot line; specified or prohibited locations for buildings, parking loading or storage areas or other land uses, driveway curb cut restrictions; maximum provisions; landscaping or planted area which may include the berms, or other buffering provisions or protective measures; measures to alleviate undesirable views, light, glare noise, dust or odor; permitted hours of operation; architectural style; a requirement that developers must build according to site plans as adopted; a limitation on exterior modifications of existing buildings; and on and off-street traffic improvements necessary to carry traffic generated by the proposed development.

Such conditions:

1. Shall only be valid if they are included in the motion approving the amendment of adoption.
2. Shall be permanent conditions of approval unless a lesser period of time is specified in the amendment.
3. Shall be required of the property owner and subsequent owners as a condition of their use of the property.
4. Shall be permitted and continuously enforced by the Community Development and Engineering Director in the same manner as any other provision of this Development Code.

Variances

1. The developer is proposing 318 residential parking spaces as well as 262 parking spaces for church use. The residential parking exceeds the allowable 120% maximum parking by 16 parking spaces. The church parking exceeds the allowable 120% maximum parking by 97 parking spaces.

Exhibit "D"

Applicant's Response to the Standards Governing Exercise of Zoning Power

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

See applicants Statement of Intent

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

See applicants Statement of Intent

3. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

See applicants Statement of Intent

4. Whether the zoning proposal is consistent with the Land Use Policy Plan, Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Duluth.

See applicants Statement of Intent

5. Whether there are other existing or changing conditions affecting the use and development of property that give supporting grounds for either approval or disapproval of the zoning or special use proposal.

See applicants Statement of Intent

6. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned.

See applicants Statement of Intent

Exhibit "E"
Applicant's Letter of Intent

**FIRST AMENDED
STATEMENT OF INTENT/
WRITTEN JUSTIFICATION**

and

Other Material Required by
The City of Duluth Unified Development Code
for the
Rezoning Application

of

THE PROVIDENCE GROUP OF GEORGIA.

for

±11.208 Acres of Land

located in

Land Lot 199, 7th District, Gwinnett County, City of Duluth

Address: Southeast Quadrant of the Intersection of Old Peachtree Rd and Sugarloaf Parkway

O-I to PUD

Submitted for Applicant by:

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404-815-3500

I. INTRODUCTION

This Application seeks to rezone ± 11.208 acres of land located in the Land Lot 199, 7th District, Gwinnett County, City of Duluth, Georgia (“Subject Property”). More particularly, the Subject Property is located in the southeast quadrant of the intersection of Old Peachtree Road and Sugarloaf Parkway (“Subject Property”) from Office-Institutional District (O-I) to Planned Unit Development (PUD) to allow the development of 71 single family townhomes and a church. The Subject Property has a lengthy rezoning history dating back 20 years. In 2003, the Subject Property was annexed into the City of Duluth as part of a larger ±120-acre annexation and rezoning. Prior to the annexation into the City, the property was zoned R-100 by Gwinnett County. The annexation was accompanied with a rezoning application for PUD (“2003 PUD”). Between 2004 and 2007, the residential portion of the PUD was developed into the 350 unit Sugarloaf Ridge neighborhood. In 2009, an amended site plan for the Subject Property was submitted and approved which contained six buildings, all restaurant and retail uses. However, the envisioned commercial PUD was never developed and in 2018 an application was submitted by the current owner, Paradise Evangelistic Association, Inc., (“Owner” and/or “Futures Church”)¹ to rezone the property to O-I to allow the development of a ±60,000 square foot church. This zoning was modified in 2020 to allow a slightly smaller church building and the incorporation of a medical office building. The Church’s vision for the medical office building, however, never materialized and likewise the church was not constructed. Since that time, the Church has been searching for opportunities for the development of this property. The Church in partnership with The Providence Group of

¹ Paradise Evangelistic Association, Inc., is the legal entity of Futures Church.

Georgia (“TPG” and/or “Applicant”) now seeks to rezone the Subject Property back to PUD to allow a ±30,890 square foot church with 71 residential townhomes.

The proposed townhome units will be two to three stories and range in size from 2,000 to 2,300 square feet. They will be arranged in buildings of three to eight units each. The units along the property’s perimeter with Old Peachtree Road and the First Polzin Road right-of-way will be front loaded. The buildings located in the property’s interior will be rear loaded with front pedestrian entrances facing roadways or upon landscaped mews areas. The landscaped areas will provide an attractive common area between the buildings for residents to gather and interact. The ground floor of the rear-entry units will each have a recessed patio area, providing an outdoor living space for each unit. It should also be noted that the development will contain sufficient parking. Each unit will have a two-car garage with a 20-foot driveway. Counting both the garage and driveway, there will be four parking spaces per unit plus an additional 34 guest parking spaces located throughout the residential side of the development.

In addition to the 71 townhome residences, the Proposed Development will provide a home for Futures Church. The proposed church building will be smaller than the previous proposal, with a total floor area of ±30,890 square feet² and a 636 seat sanctuary.³ In addition, the church will also provide a daycare use, which was included in the 2020 approval, spaces for community events, and a 150 seat accessory chapel and amphitheater. The chapel and amphitheater are intended to host special events and occasions. The proposed church will also have 262 parking spaces to accommodate its congregation. The proposed parking exceeds the minimum required by the Duluth Unified Development Code⁴, however, it is sized to accommodate Futures Church’s

² The ±30,890 floor area includes the 150-seat chapel building.

³ In comparison the design proposed for the 2020 Rezoning included a 36,000 square foot church with 1,400 seats.

⁴ The Duluth UDC Table 4-B requires 1 space per 5 seats, which would equate to a minimum required parking of approximately 158 spaces.

anticipated needs. The Futures Church congregation is composed of a wide variety of individuals, many of whom travel in single- or low-occupancy cars. Most of the higher occupancy cars consist of young families, which compose around 20% of the congregation. The remaining 80% is composed largely of couples, single young adults, divorced, or otherwise unmarried, adults, and older couples who tend to travel by themselves or as a two-person car. In addition, there may be 70 to 100 volunteers that travel to the church in single- or low-occupancy cars. As a consequence, the operational parking need is closer to 1 parking space for every 3 seats of the assembly area, which equates to the 262 spaces being proposed. It is also important to note that Futures Church, then Influencers Church, proposed a similar 1 space per 3 seat parking ratio in its approved 2018 and 2020 rezoning applications.

Church facilities often see an intense use on Sundays and limited use during the remainder of the week. To capitalize on that fact Influencer's will offer its space for community events and meetings during the week. Anticipated events may include weddings, community group award ceremonies, and dance recitals. The 2020 approval allowed the following uses for the church, which Futures Church wishes to retain for the present development:

Religious Organizations (NAICS 8131) and professional, administrative, and financial offices (NAICS 51-55). Accessory uses shall be allowed as listed in Table 2-D of the Unified Development Code for the O-I zoning district.

It is the intent of the Applicant and Futures Church to create a development with two highly compatible uses that will be complementary to each other. Religious facilities are often found in close proximity to residential neighborhoods and exist harmoniously. The Subject Property is in a primarily residential area that is an ideal location for the proposed mix of uses.

The Subject Property is in an area characterized by single family residential and institutional developments. To the east of the Subject Property is Hull Middle School in

unincorporated Gwinnett County, zoned Single Family Residence District (R-100) (Parcel ID: 7199 004). To the south the Subject Property is bounded by undeveloped property in unincorporated Gwinnett County, zoned Residence Townhouse District (R-TH) (Parcel ID: 7164 183), and which is currently being developed for townhome residential. To the west the Subject Property abuts the right-of-way of Sugarloaf Parkway and further to the west, across the right-of-way of Sugarloaf Parkway is the Sugarloaf Country Club, a single-family residential subdivision in unincorporated Gwinnett County, zoned Single Family Residence District (R-75). The northern part of the Subject Property abuts the right-of-way of Old Peachtree Road and further north across Old Peachtree Road is the Haven at Sugarloaf Ridge, a single family residential subdivision zoned PUD.

The Subject Property is well suited for the Proposed Development and the PUD district. The property is located on the corner of two heavily traveled roads, making it conducive to a non-residential use. However the nearby residential uses are more compatible with church and residential. The proposed church fits perfectly within these limitations by providing a use that can take advantage of the intersection, while providing townhomes closer to the adjacent school and residential. In effect the Proposed Development will act as a transition from the intensity of the adjacent intersection and the residentially zoned properties to the east and south. A denser townhome use is ideal for this type of transition and this use is often seen as a step down of the intensity between nonresidential and traditional single family residential.

This document is submitted as a Statement of Intent with regard to this Application, a preservation of the Applicant's constitutional rights, and a Letter of Intent as required by the City of Duluth's Unified Development Code §1107.01.

II. HISTORY

As noted above, the Subject Property was included in an application by McDaniel Enterprises, Inc. to annex into the City of Duluth and rezone ± 100.579 acres to PUD and C-2 in 2003. The Subject Property was rezoned to PUD and subject to a site plan. In 2009, a Major Modification to the PUD zoning was approved to update the site plan for the Subject Property to the one prepared by Architectural Design Concepts, LLC, dated April 1, 2009. In 2018, the property was rezoned to O-I to allow the development of a $\pm 60,000$ square foot church. This zoning was modified in 2020 to allow a smaller church building and the incorporation of a 120,000 square foot medical office building.

III. IMPACT ANALYSIS

The following is an analysis of the factors to allow a rezoning as outlined in the City of Duluth's Unified Development Code §1107.01:

A.

THE ZONING PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY

Yes, the proposed church and townhome residential uses are suitable in view of the use and development of the adjacent and nearby property. The Subject Property is in the vicinity of several residential neighborhoods and immediately adjacent to the existing Hull Middle School. In addition, the Subject Property is located at the intersection of two heavily traveled roadways. The proposed PUD zoning will allow a development that is both fitting for its location at a busy intersection yet still complements the single family residential developments surrounding it. In addition, the Applicant's design gives appropriate attention to scale, buffering, setbacks, landscaping, and tree preservation to ensure that the Proposed Development will blend harmoniously with its surroundings.

B.

WHETHER THE ZONING PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE
OR USABILITY OF ADJACENT OR NEARBY PROPERTY

Prior to the filing of this Application, the Applicant has engaged in conversations with City Staff and will engage the community to make sure its proposal is acceptable to the neighbors. The primary goal of land use planning is to eliminate or minimize the potential adverse effect of the dissimilar uses of adjacent tracts of land by establishing a harmonious transition between them. The traditional method of achieving this goal is through both "off-site" and "on-site" transition. Off-site transition consists of avoiding the placement of dissimilar uses next to each other by placing uses of intermediate density between them. On-site transition, which might either supplement or replace off-site transition, consists of measures imposed on or adjacent to the more intensive use to protect neighborhoods from adverse effects. Thus, this method of land use planning includes measures such as maintenance of buffers; walls, fences or berms; lighting control; noise control; aesthetic control; limitations on building location and orientation; location of or restrictions upon accessory uses; and prohibition of certain uses or hours of use normally permitted for that district. All of these devices have been utilized in this Application.

C.

WHETHER THE ZONING PROPOSAL WILL RESULT IN A USE THAT WILL OR COULD
CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS,
TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.

No. The proposed development will not overly burden existing streets or transportation facilities. According to the Institute of Traffic Engineers (ITE) Trip Generation Manual (Ninth Edition) (Land Use Category 560: Church), the proposed 686 seat church⁵ and 71 townhomes

⁵ The main church building will have ±636 seats and the chapel will provide an additional 50 seats.

((Land Use Category 230: Townhome) will generate approximately 38.10 trips during a weekday a.m. peak hour, 57.80 trips during a weekday p.m. peak hour, 714.35 total trips on a weekday and 384.16 trips on a Sunday⁶. The Proposed Development's vehicular trips are not anticipated to cause any significant detrimental impacts on the adjacent roadways, however. As indicated above, the Subject Property has direct access to Sugarloaf Parkway and Old Peachtree Road, respectively classified as principal arterial and a minor arterial. See *Gwinnett County's Destination 2040 Comprehensive Transportation Plan, Long Range Road Classification Map*. These types of roadways are intended for a high volume of traffic and are expected to easily handle the number of trips generated. For example, Sugarloaf Parkway near the property experiences an average daily volume of $\pm 32,700$ vehicles with an average peak hour of $\pm 2,800$ vehicles⁷ and Old Peachtree Road has an average daily volume of $\pm 11,500$ vehicles with an average peak hour of ± 866 vehicles.⁸ Thus, the Proposed Development's projected trips are inconsequential when compared to the number of vehicles currently accommodated on the adjacent roadways. In addition, the largest traffic is expected on Sunday mornings during Futures Church's regular services. Sunday mornings are not typically times of heavy traffic volumes for roadways and consequently when Futures Church will have its most traffic, the adjacent roadways are anticipated to have significantly lower volumes.

Also, in comparison to the 2020 zoning modification the Proposed Development will be less impactful. The 2020 zoning modification allowed a 1,100 seat church, 450 student daycare and $\pm 120,000$ square feet of medical office space. That design generated approximately 679 trips

⁶ The ITE manual does not account for trips generated by the townhomes on a Sunday. The Sunday trips calculated are for the church use only.

⁷ Trip data was taken from the Georgia Department of Transportation's Traffic Analysis and Data Application, Station ID 135-6756.

⁸ Trip data was taken from the Georgia Department of Transportation's Traffic Analysis and Data Application, Station ID 135-0538.

during a weekday a.m. peak hour, 742 trips during a weekday p.m. peak hour, 6,892 total trips on a weekday and 654 trips on a Sunday. As can be seen from the data, the Proposed Development will be a dramatic decrease over what is currently approved for the site.

Any school age children that might live in the development will attend Parsons Elementary School, Hull Middle School, and Peachtree Ridge High School. Hull Middle School is currently listed as under capacity. Parsons Elementary School and Peachtree Ridge High School are currently over capacity, however future enrollment is expected to trend downward.⁹ The target market for the townhomes, however, are young professionals and empty nesters, which do not normally have school-age children. Consequently, there will not be a significant negative impact on local schools.

As for utilities, the Subject Property has access to water and sewer.

D.

WHETHER THE ZONING PROPOSAL IS CONSISTENT WITH THE LAND
USE POLICY PLAN, COMPREHENSIVE PLAN, TRANSPORTATION
PLANS, OR OTHER PLANS ADOPTED FOR GUIDING DEVELOPMENT
WITHIN THE CITY OF DULUTH

The City of Duluth's Forward Duluth 2040 Comprehensive Plan ("Comp Plan") indicates that the property is within the Established Neighborhoods character area and designated as Commercial/Retail/Office on the Future Land Use Map. The Established Neighborhoods character area is compatible with the proposed PUD zoning, as well as the residential townhome and church use. The Comp Plan defines the intent of the Established Neighborhoods character area as:

⁹ Refer to the Residential Rezoning Impact on Local Schools Prepared for Gwinnett County BOC, June 2023 and Residential Rezoning Impact on Local Schools Prepared for Gwinnett County BOC, May 2022.

- Established Neighborhoods offer residents a high standard of family living near all of the amenities and employment that Duluth has to offer and with close proximity to regional connectors *See Comp Plan*, pg. 60.
- Ranging from traditional suburban neighborhoods to more walkable and community centered town-home developments, a variety of housing types and price ranges gives a wide variety of people across income levels, age groups and other social strata the opportunity to live in Duluth. *Id.*
- Maintain a high level of owner occupancy. *Id.*

The Applicant's proposed townhomes align well with the Comp Plan's ideals for this character area. Additionally, the Subject Property is already approved for a larger church and thus found to be fitting for the area. The proposed reduced sized church building will still be well fitting, but with potentially less impact, if any.

E.

WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF PROPERTY THAT GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE ZONING OR SPECIAL USE PROPOSAL.

As stated in previous paragraphs, the previously approved medical office building did not materialize, and Futures Church has been looking for a development opportunity that will complement a church use. The Applicant's proposal for townhome residential and Futures Church's proposed church will result in a practical, useful, and marketable development on vacant property, creating an asset for the surrounding community. The development will blend in and complement the neighboring residential and school developments.

F.

WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED REZONING HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED

Currently, the zoning allows development of a 36,000 square foot church and 120,000 square foot medical office building. Neither use materialized. The Church has determined that a

much smaller structure would be sufficient for its congregation and that the adjacent residential use would be complementary to its operations. Regardless, any development of the Subject Property other than the church and medical office building envisioned in the 2020 rezoning would require a rezoning of the property or at least a modification of the zoning conditions. Absent a rezoning to allow a practical development, the Subject Property will likely remain vacant.

IV. NOTICE OF CONSTITUTIONAL CHALLENGE TO UNDERLYING ZONING AND PRESERVATION OF CONSTITUTIONAL RIGHTS

The Applicant respectfully submits that the current zoning classification of the Subject Property and any proposed intervening district is unconstitutional and that rules relative to the Subject Property owner's right to use the Property established in the City of Duluth's Unified Development Code, to the extent they prohibit this use, constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The Applicant respectfully submits that the Mayor and City Council's failure to approve the requested rezoning would be unconstitutional and would discriminate in an arbitrary, 11

capricious and unreasonable manner between the Subject Property's owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

A refusal to allow the rezoning in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A.

§ 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The Proposed Development at issue in this Rezoning is a church that will house a religious assembly protected by the Religious Land Use and Institutionalized Persons Act of 2000. A denial of this Rezoning will impose a substantial burden on the religious assembly's free exercise and will result in disparate treatment of a religious institution in violation of the Religious Land Use and Institutionalized Persons Act of 2000 of the United States.

Opponents to this request, if any, lack standing; have failed to exhaust administrative remedies; and have waived their rights to appeal by failing to assert legal and constitutional objections.

V. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Rezoning and Concurrent Applications at issue be approved. The Applicant also invites and welcomes any

comments from Staff or other officials of the City of Duluth so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 22nd day of April, 2024.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "K. Zickert", is written over a horizontal line.

Kathryn M. Zickert

Dennis J. Webb, Jr.

J. Alexander Brock

Smith, Gambrell & Russell, L.L.P.

1105 W. Peachtree Street, NE
Atlanta, GA 30309
404-815-3500

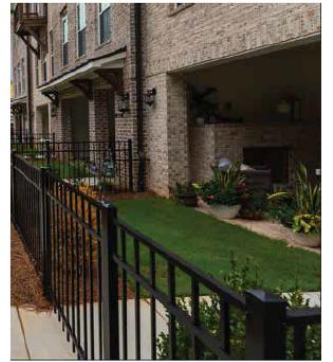


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Townhomes (Attached) - Front Entry - Braxton II
Old Peachtree Road & Sugarloaf Parkway

Front Loaded



Townhomes (Attached) – Alley – Rear Load, Terrace Entry
Old Peachtree Road & Sugarloaf Parkway

THE
PROVIDENCE
GROUP
A BRIDGES BUCK PARTNER

Rear Loaded



Futures Church Renderings
Old Peachtree Road & Sugarloaf Parkway

THE
PROVIDENCE
GROUP
A GREEN SPOCK PARTNER

Church Renderings

Exhibit "G"
Public Notice

Public Notice Printed in Gwinnett Daily Post 3/31/2024

CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a rezoning request from The Providence Group, on approximately 11.208 acres of property in Land Lot 199, 7th District, Gwinnett County, located at NE Old Peachtree Rd, consisting of tax parcels 7199-242, case number Z2024-001. The request is to rezone the above property currently zoned O-I to PUD district to allow for the development of Townhomes and a church.

The public is invited to attend this hearing before the Mayor and Council on the proposed rezoning. The meeting date, place and time regarding this matter are as follows:

WHEN: May 13th, 2024 - 6:00 p.m.
WHERE: City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed rezoning, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:

City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email: Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.

In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.



ORDINANCE OF REZONING

AN ORDINANCE FOR THE REZONING OF ± 96.00 ACRES OF PROPERTY IN LAND LOTS 294 AND 323, 6TH DISTRICT, GWINNETT COUNTY CONSISTING OF TAX PARCELS R6294 005; 6323 094; 6323 177; 6323 200; 6323 207; 6323 241; 6323 199; 6323 233; 6294 170; 6323 099; 6323 078; 6323 186; 6323 187; 6323 189; 6323 188; 6294 004; 6294 114; 6294 115; 6294 205; 6294 118; 6294 002; 6294 214; 6323 006A; 6294 204; 6294 234; 6294 225; 6323 101; 6323 168; 6323 098; 6323 017; 6323 209; 6323 210; 6323 079; 6323 004C; 6323 208; 6323 212; 6323 004B; 6323 178; 6323 206; 6323 229; 6323 231; 6323 232; 6323 243; 6323 084; 6323 180; 6323 198; 6323 201; 6323 228; 6323 234; 6323 235; 6323 236; 6323 237; 6323 238; 6323 181; 6323 202; 6323 203; 6323 204; 6323 205; 6323 227; 6323 239; 6323 197; 6323 195; 6323 196; 6323 224; 6323 225; 6323 226; 6323 182; 6323 192; 6323 193; 6323 194; 6323 218; 6323 222; 6323 223; 6323 174; 6323 183; 6323 184; 6323 191; 6323 219; 6323 220; 6323 004A; 6323 190; 6323 105; 6323 158; 6323 185; 6323 354; 6323 027; 6323 025E; 6323 025F; 6323 025G; 6323 025I; 6323 025J; 6323 025K; 6323 025L; 6323 025B; 6323 025C; 6323 025H; 6323 025M; 6323 025A; 6323 077; 6323 214; 6323 347; 6323 006; 6323 345; 6323 346; 6323 020; 6323 350; 6323 352; 6323 353; 6323 355; 6323 356. THE ORDINANCE PROVIDES FOR FINDINGS, PROVIDES FOR SEVERABILITY, REPEALS CONFLICTING ORDINANCES, ESTABLISHES AN EFFECTIVE DATE, AND IS FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, HOUSE BILL 1465 (HB 1465), A BILL to be entitled an Act to amend an Act creating a new charter for the City of Duluth, Georgia, approved March 25, 1958 (Ga. L., 1958, p. 3148), as amended, particularly by an Act approved April 11, 2012 (Ga.L., 2012, p. 5206), so as to change the corporate limits of the city; to provide for related matters; to repeal conflicting laws; and for other purposes was passed by the Georgia Legislature on March 26, 2024; and

WHEREAS, Governor Brian P. Kemp signed HB 1465 into law on May 7, 2024; and

WHEREAS, the City of Duluth, Georgia has determined that the area to be annexed is contiguous to the corporate limits of the City of Duluth; and

WHEREAS, in accordance with Georgia law, prior to the effective date of the legislative annexation, the City Council held a public hearing regarding the rezoning at the meeting on April 8, 2024, duly noticed and prescribed by law, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, that the following area having been legislatively annexed is rezoned to R-75 (Single-Family Residential District) as set forth in the City of Duluth UDC and shall be within the corporate limits of the City of Duluth, Georgia, and the same shall hereafter constitute a part of the lands within the corporate limits of the City of Duluth, Georgia.

This Ordinance shall become effective on May 13, 2024.

The City Clerk of the City of Duluth is instructed to send certified copies of this ordinance, together with a map and appropriate survey to the Department of Community Affairs for the State of Georgia, and to the governing authority and election officials of Gwinnett County, within thirty (30) days after the effective date of the annexation as set forth above.

WHEREAS, all ordinances and parts of ordinances in conflict with this ordinance are repealed; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

Pursuant to Article 11 of the Duluth Unified Development Code, the City Council finds that it is appropriate to rezone the properties listed above from R-75 (Single-Family Residential, Gwinnett County) to R-75 (Single-Family Residential, City of Duluth) for the following reasons:

- A. The rezoning is suitable given the use and development of adjacent and nearby properties.
- B. The proposed rezoning is not anticipated to adversely affect the existing use or usability of adjoining or nearby properties as conditions within the Unified Development Code will be imposed on any development that address uses and intensities, architecture and design, landscape and screening, transportation and parking, roadways, stormwater facilities, street lighting and signage.
- C. The proposed rezoning is not anticipated to cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- D. While every section of FORWARDuluth (Duluth Comprehensive Plan, 2045) is central to implementing the City's vision and goals, the Character Areas and Future Land Use Maps are the most influential in terms of daily decision-making and land use changes. Residential – low density has been envisioned on these properties through the Comprehensive Plan and the Future Land Use Map.
- E. In April of 2024, the City amended FORWARDuluth, the 2045 update to the Comprehensive Plan. The subject properties are located within the "Established Neighborhoods District" character area. The aspirations for this character area include maintaining a high level of owner occupancy, promoting property upkeep and maintenance through effective code compliance and the Duluth N.O.W. program, and to identifying opportunities to increase walkability and connectivity through possible street and pedestrian connections between neighborhoods.

SECTION 2. SEVERABILITY.

Should any section or provision of this Ordinance or any Ordinance pertaining to the companion applications as identified above be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Duluth, Georgia.

SECTION 4. REPEALER.

All conflicting ordinances and conditions are hereby repealed and replaced as set forth in this Ordinance, NO. O2024-30.

ATTACHMENTS:

Exhibit "A": Maps

Exhibit "B": Signed Document

Exhibit "C": Public Hearing Advertisement/Public Notice

{Signatures on the Following Page}

IT IS SO ORDAINED this **13th day of April, 2024.**

Those councilmembers voting in favor:

Mayor Greg Whitlock

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

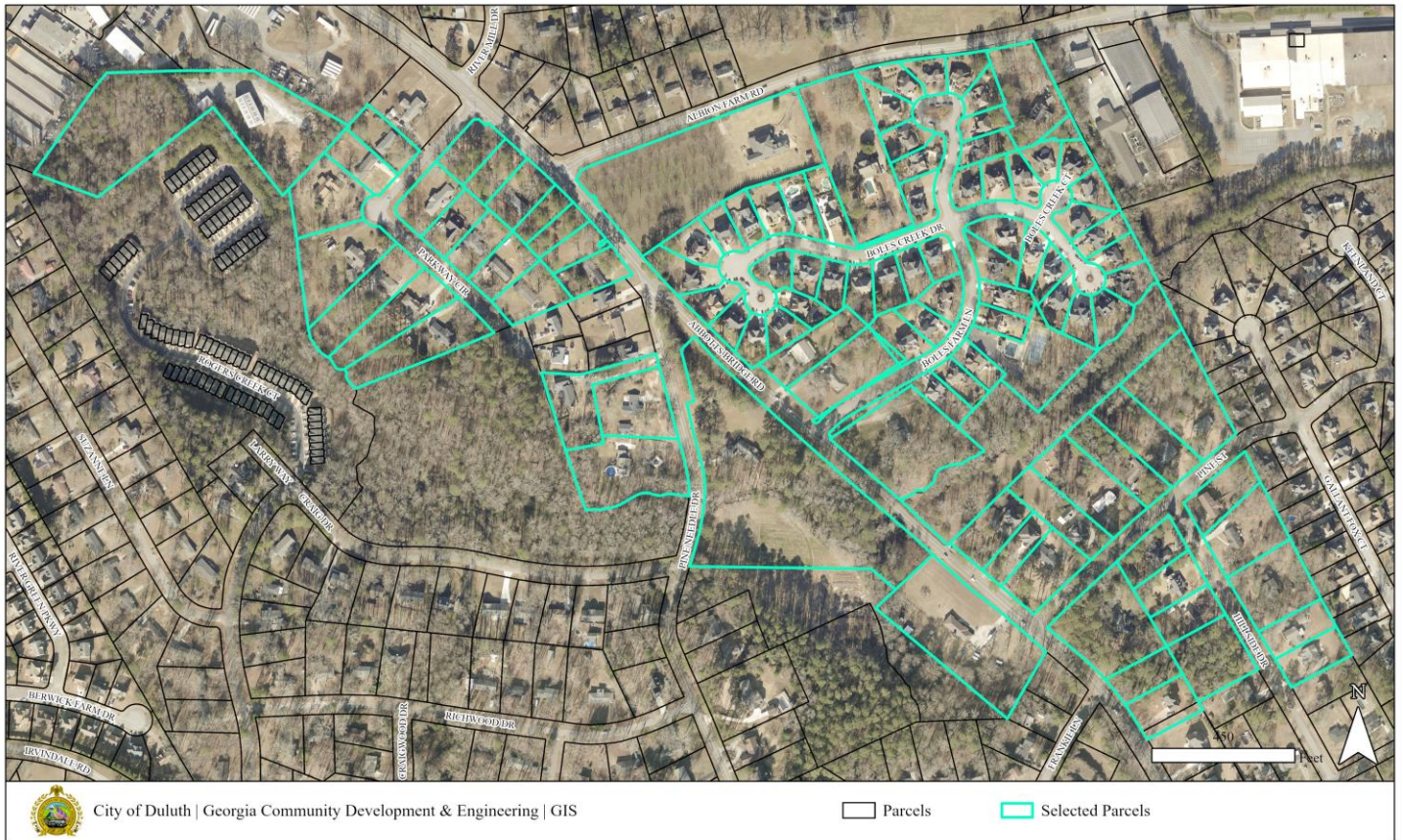
Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk

Exhibit "A"
MAPS
LOCATION MAP



**ORDINANCE
TO AMEND THE CITY OF DULUTH
2024 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2024 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2024 fiscal year as follows:

Total Revenues:	<u>90,935,451</u>
Operations Expenditures:	<u>42,166,985</u>
Capital Improvement Expenditures:	<u>48,768,466</u>
Total Expenditures:	<u>90,935,451</u>

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth entered into a contract with Columbia Engineering for design improvements and construction documents related to improvements to the walking trail at Bunten Road Park; and

WHEREAS staff is amending the contract to include additional site/survey work, improvements for green infrastructure, ADA and trail improvements and architectural modifications at a cost of \$205,000 to be funded with 2023 SPLOST funds; and

WHEREAS it is requested to add \$205,000 in unallocated 2023 SPLOST Recreational Facilities funds be added to (PK-35) Bunten Road Park – Park Areas – Professional Services line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2024 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>91,140,451</u>
Operations Expenditures:	<u>42,166,985</u>
Capital Improvement Expenditures:	<u>48,973,466</u>
Total Expenditures:	<u>91,140,451</u>

IT IS SO ORDAINED this _____ day of _____, **2024.**

Mayor Greg Whitlock

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk

Advertisement for Bids Asphalt Rejuvenation

The City of Duluth is accepting sealed bids from qualified contractors to provide all necessary labor, material and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphalt concrete surfaces. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings and subject to the terms and conditions of this contract.

A proposed list of streets is included in the full Invitation to Bid available at www.duluthga.net under the heading "Notices and RFP's". The roads shown on the proposed list are intended locations. During the life of the contract it may become necessary to remove one or more locations from the list, it may also be necessary to add one or more locations to the list. It is the City of Duluth's intention to stay within total contract cost; therefore work may stop when the total cost reaches or nearly reaches the awarded amount. The final decision will be made as work progresses. The City of Duluth reserves the right to such. No claims will be considered for extra compensation.

All sealed bids will be received by the City of Duluth City Clerk, 3167 Main Street, Duluth, Georgia 30096, until **9:45 A.M. local time on Monday, April 29, 2024.** **Bids received after the stated time will not be accepted.** Bids will be opened publicly and read aloud on **Monday, April 29, 2024 at 10:00 A.M.** on the second floor of Duluth City Hall, 3167 Main Street, Duluth GA 30096, in the Executive Conference Room. The bid envelope must be marked on the outside with the following information:

**City of Duluth
Bid – 2024 Asphalt Rejuvenation
Date and Hour of Bid Opening
Company Name**

The complete Invitation to Bid is available for download on the City of Duluth website at <https://www.duluthga.net/aboutduluth/noticesandrfps/requestsforproposals.php>

Full Invitation to Bid is also available for viewing at the Duluth Public Works Department, 2450 Main Street, Duluth, Georgia 30097.

There will **not** be a pre-bid conference for this procurement. Contract will be awarded, if at all, within sixty (60) calendar days after opening of the proposal.

The deadline for questions is Monday, April 22, 2024 at 5:00 P.M. Submit all questions to Audrey Turner, Public Works Director at aturner@duluthga.net No phone calls will be accepted.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is sixty (60) calendar days from the date of the "Notice to Proceed".

All bids shall be accompanied by a bid bond in favor of the City, in the amount of five percent (5%) of the total bid, (but not less than \$5,000); such bid bond representing that the bidder, if awarded a contract, will promptly enter into a contract and furnish performance bond and payment bond as provided by law and approved by the attorney for the City. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.**

Successful bidder will be required to meet insurance requirements. Performance and Payment bonds will be required upon acceptance of the proposal and contract submittal.

The Performance Bond shall be equal to one hundred percent (100%) of the contract amount. The Payment Bond shall be equal to one hundred ten percent (110%) of the contract amount.

Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to business in Georgia by the Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond and performance bond must have an A.M. Best rating of A-5 or higher.**

Award will be made to the lowest responsible and responsive bidder. The City of Duluth reserves the right to reject any and all bids, to waive technicalities and to make an award as deemed in its best interest.

Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore the City will issue a written addendum to document each approved change.

BID TABULATION
2024 LMIG Paving Project
CITY OF DULUTH, GEORGIA

RECEIVED BY: CITY OF DULUTH, GEORGIA
AT DULUTH CITY HALL
2:10 P.M., LOCAL TIME, APRIL 22, 2024

				BIDDER NO. 1 MHB Paving 113 South Cherokee Rd Social Circle, GA 30025		BIDDER NO. 2 Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way Auburn, GA 30011		BIDDER NO. 3 Blount Construction Company, Inc. 1730 Sands Place Marietta, GA 30067	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	OVERALL PROJECT								
150-1000	TRAFFIC CONTROL	1	LS	\$55,000.00	\$55,000.00	\$53,945.00	\$53,945.00	\$54,433.10	\$54,433.10
611-8050	ADJUST MANHOLE TO GRADE	15	EA	\$350.00	\$5,250.00	\$500.00	\$7,500.00	\$498.26	\$7,473.90
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	125	LF	\$18.00	\$2,250.00	\$13.20	\$1,650.00	\$12.60	\$1,575.00
652-2502	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	70	LF	\$15.00	\$1,050.00	\$1.10	\$77.00	\$1.05	\$73.50
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	100	LF	\$75.00	\$7,500.00	\$50.00	\$5,000.00	\$85.61	\$8,561.00
	ALBION FARM WAY								
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$357.57	\$7,151.40	\$350.00	\$7,000.00	\$196.44	\$3,928.80
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	350	TN	\$148.80	\$52,080.00	\$151.50	\$53,025.00	\$156.31	\$54,708.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4,100	SY	\$3.75	\$15,375.00	\$3.10	\$12,710.00	\$3.69	\$15,129.00
	BARNWOOD CROSSING								
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$357.57	\$7,151.40	\$350.00	\$7,000.00	\$196.44	\$3,928.80
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	360	TN	\$148.80	\$53,568.00	\$151.50	\$54,540.00	\$155.42	\$55,951.20
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4,200	SY	\$3.75	\$15,750.00	\$3.10	\$13,020.00	\$3.64	\$15,288.00
	CHATTAHOOCHEE TRACE (FROM ALBION FARM ROAD TO PIB)								
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$357.57	\$7,151.40	\$350.00	\$7,000.00	\$196.44	\$3,928.80
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	330	TN	\$148.80	\$49,104.00	\$151.50	\$49,995.00	\$158.25	\$52,222.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3,900	SY	\$3.75	\$14,625.00	\$3.10	\$12,090.00	\$3.80	\$14,820.00
	ROUNDFIELD CIRCLE NW								
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$357.57	\$7,151.40	\$350.00	\$7,000.00	\$196.44	\$3,928.80
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	335	TN	\$148.80	\$49,848.00	\$151.50	\$50,752.50	\$157.71	\$52,832.85
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	450	TN	\$144.30	\$64,935.00	\$150.00	\$67,500.00	\$141.28	\$63,576.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3,900	SY	\$3.75	\$14,625.00	\$6.35	\$24,765.00	\$6.97	\$27,183.00
	MILL RUN DRIVE								
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	10	TN	\$357.57	\$3,575.70	\$350.00	\$3,500.00	\$196.44	\$1,964.40
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	155	TN	\$148.80	\$23,064.00	\$151.50	\$23,482.50	\$156.86	\$24,313.30
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	210	TN	\$144.30	\$30,303.00	\$150.00	\$31,500.00	\$148.62	\$31,210.20
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	1,850	SY	\$3.75	\$6,937.50	\$6.35	\$11,747.50	\$8.22	\$15,207.00

BID TABULATION
2024 LMIG Paving Project
CITY OF DULUTH, GEORGIA

RECEIVED BY: CITY OF DULUTH, GEORGIA
AT DULUTH CITY HALL
2:10 P.M., LOCAL TIME, APRIL 22, 2024

				BIDDER NO. 1 MHB Paving 113 South Cherokee Rd Social Circle, GA 30025		BIDDER NO. 2 Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way Auburn, GA 30011		BIDDER NO. 3 Blount Construction Company, Inc. 1730 Sands Place Marietta, GA 30067	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
RIVER SHOALS COURT									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	10	TN	\$357.57	\$3,575.70	\$350.00	\$3,500.00	\$196.44	\$1,964.40
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	175	TN	\$148.80	\$26,040.00	\$151.50	\$26,512.50	\$156.49	\$27,385.75
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	235	TN	\$144.30	\$33,910.50	\$150.00	\$35,250.00	\$145.23	\$34,129.05
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	2,200	SY	\$3.75	\$8,250.00	\$6.35	\$13,970.00	\$7.71	\$16,962.00
TOTAL BID AMOUNT				\$565,222.00 *		\$584,032.00		\$592,678.85 *	
ALTERNATE OVERALL PROJECT									
150-1000	TRAFFIC CONTROL	1	LS	\$27,500.00	\$27,500.00	\$23,065.00	\$23,065.00	\$20,086.41	\$20,086.41
611-8050	ADJUST MANHOLE TO GRADE	35	EA	\$350.00	\$12,250.00	\$500.00	\$17,500.00	\$463.92	\$16,237.20
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	30	LF	\$105.00	\$3,150.00	\$13.20	\$396.00	\$12.60	\$378.00
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	50	LF	\$50.00	\$2,500.00 *	\$50.00	\$2,500.00	\$94.44	\$4,722.00
ENNFIELD LANE									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	55	TN	\$357.57	\$19,666.35	\$350.00	\$19,250.00	\$196.44	\$10,804.20
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	1,040	TN	\$148.80	\$154,752.00	\$151.50	\$157,560.00	\$146.10	\$151,944.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	13,000	SY	\$3.87	\$50,310.00	\$3.10	\$40,300.00	\$3.56	\$46,280.00
OLDE TOWN PARKWAY (ROGERS BRIDGE ROAD TO GLEN VISTA COURT									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	5	TN	\$357.57	\$1,787.85	\$350.00	\$1,750.00	\$196.44	\$982.20
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	50	TN	\$148.80	\$7,440.00	\$151.50	\$7,575.00	\$191.25	\$9,562.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	600	SY	\$12.65	\$7,590.00	\$3.10	\$1,860.00	\$8.01	\$4,806.00
ALTERNATE TOTAL BID AMOUNT WITH ALTERNATES				\$286,946.20		\$271,756.00		\$265,802.51	
				\$852,168.20		\$855,788.00		\$858,481.36	
				5%		5%		5%	
				(1)(2)(3)		(1)(2)(3)		(1)(2)(3)	
				11816		2SU394		2BL590	
BID BOND									
NOTE REFERENCE									
LICENSE NUMBER									

BID TABULATION
2024 LMIG Paving Project
CITY OF DULUTH, GEORGIA

RECEIVED BY: CITY OF DULUTH, GEORGIA
AT DULUTH CITY HALL
2:10 P.M., LOCAL TIME, APRIL 22, 2024

				BIDDER NO. 4 Allied Paving Contractors, Inc 132 Beck Rd Pendergrass, GA 30567		BIDDER NO. 5 C.W. Matthews Contracting Co., Inc. 1600 Kenview Drive Marietta, GA 30060		BIDDER NO. 6 Stewart Brothers 2480 Pleasantdale Rd Doraville, GA 30340	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
OVERALL PROJECT									
150-1000	TRAFFIC CONTROL	1	LS	\$55,000.00	\$55,000.00	\$177,800.00	\$177,800.00	\$61,963.00	\$61,963.00
611-8050	ADJUST MANHOLE TO GRADE	15	EA	\$1,250.00	\$18,750.00	\$1,179.00	\$17,685.00	\$3,950.00	\$59,250.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	125	LF	\$16.50	\$2,062.50	\$12.00	\$1,500.00	\$38.50	\$4,812.50
652-2502	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	70	LF	\$1.35	\$94.50	\$1.00	\$70.00	\$8.05	\$563.50
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	100	LF	\$110.00	\$11,000.00	\$172.63	\$17,263.00	\$93.50	\$9,350.00
ALBION FARM WAY									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$325.00	\$6,500.00	\$809.25	\$16,185.00	\$1,285.00	\$25,700.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	350	TN	\$155.00	\$54,250.00	\$141.14	\$49,399.00	\$185.00	\$64,750.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4,100	SY	\$2.50	\$10,250.00	\$5.40	\$22,140.00	\$7.50	\$30,750.00
BARNWOOD CROSSING									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$325.00	\$6,500.00	\$809.25	\$16,185.00	\$1,285.00	\$25,700.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	360	TN	\$155.00	\$55,800.00	\$131.76	\$47,433.60	\$185.00	\$66,600.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4,200	SY	\$2.50	\$10,500.00	\$4.58	\$19,236.00	\$7.50	\$31,500.00
CHATTAHOOCHEE TRACE (FROM ALBION FARM ROAD TO PIB)									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$325.00	\$6,500.00	\$809.25	\$16,185.00	\$1,285.00	\$25,700.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	330	TN	\$155.00	\$51,150.00	\$143.92	\$47,493.60	\$185.00	\$61,050.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3,900	SY	\$2.50	\$9,750.00	\$5.64	\$21,996.00	\$7.50	\$29,250.00
ROUNDFIELD CIRCLE NW									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$325.00	\$6,500.00	\$809.25	\$16,185.00	\$1,285.00	\$25,700.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	335	TN	\$155.00	\$51,925.00	\$143.75	\$48,156.25	\$185.00	\$61,975.00
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	450	TN	\$157.50	\$70,875.00	\$179.48	\$80,766.00	\$191.95	\$86,377.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3,900	SY	\$5.65	\$22,035.00	\$13.00	\$50,700.00	\$15.50	\$60,450.00
MILL RUN DRIVE									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	10	TN	\$325.00	\$3,250.00	\$1,528.78	\$15,287.80	\$1,285.00	\$12,850.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	155	TN	\$155.00	\$24,025.00	\$224.19	\$34,749.45	\$185.00	\$28,675.00
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	210	TN	\$157.50	\$33,075.00	\$234.97	\$49,343.70	\$191.85	\$40,288.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	1,850	SY	\$5.65	\$10,452.50	\$20.44	\$37,814.00	\$15.50	\$28,675.00

*

BID TABULATION
2024 LMIG Paving Project
CITY OF DULUTH, GEORGIA

RECEIVED BY: CITY OF DULUTH, GEORGIA
 AT DULUTH CITY HALL
 2:10 P.M., LOCAL TIME, APRIL 22, 2024

				BIDDER NO. 4 Allied Paving Contractors, Inc 132 Beck Rd Pendergrass, GA 30567		BIDDER NO. 5 C.W. Matthews Contracting Co., Inc. 1600 Kenview Drive Marietta, GA 30060		BIDDER NO. 6 Stewart Brothers 2480 Pleasantdale Rd Doraville, GA 30340	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
RIVER SHOALS COURT									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	10	TN	\$325.00	\$3,250.00	\$1,528.78	\$15,287.80	\$1,285.00	\$12,850.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	175	TN	\$155.00	\$27,125.00	\$179.89	\$31,480.75	\$185.00	\$32,375.00
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL &	235	TN	\$157.50	\$37,012.50	\$242.63	\$57,018.05	\$191.95	\$45,108.25
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	2,200	SY	\$5.65	\$12,430.00	\$21.16	\$46,552.00	\$15.50	\$34,100.00
TOTAL BID AMOUNT				\$600,062.00		\$953,912.00		\$966,363.25 *	
ALTERNATE									
OVERALL PROJECT									
150-1000	TRAFFIC CONTROL	1	LS	\$17,500.00	\$17,500.00	\$45,897.11	\$45,897.11	\$31,946.00	\$31,946.00
611-8050	ADJUST MANHOLE TO GRADE	35	EA	\$1,000.00	\$35,000.00	\$1,179.00	\$41,265.00	\$3,950.00	\$138,250.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	30	LF	\$14.00	\$420.00	\$12.00	\$360.00	\$127.60	\$3,828.00
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	50	LF	\$98.00	\$4,900.00	\$234.34	\$11,717.00	\$93.50	\$4,675.00
ENNFIELD LANE									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	55	TN	\$450.00	\$24,750.00	\$443.80	\$24,409.00	\$1,285.00	\$70,675.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	1,040	TN	\$150.00	\$156,000.00	\$142.25	\$147,940.00	\$185.00	\$192,400.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	13,000	SY	\$3.25	\$42,250.00	\$5.50	\$71,500.00	\$7.50	\$97,500.00
OLDE TOWN PARKWAY (ROGERS BRIDGE ROAD TO GLEN VISTA COURT									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	5	TN	\$450.00	\$2,250.00	\$1,951.17	\$9,755.85	\$1,285.00	\$6,425.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	50	TN	\$150.00	\$7,500.00	\$391.04	\$19,552.00	\$185.00	\$9,250.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	600	SY	\$3.25	\$1,950.00	\$30.65	\$18,390.00	\$7.50	\$4,500.00
ALTERNATE				\$292,520.00		\$390,785.96		\$559,449.00	
TOTAL BID AMOUNT WITH ALTERNATES				\$892,582.00		\$1,344,697.96		\$1,525,812.25	
BID BOND				5%		5%		5%	
NOTE REFERENCE				(1)(2)(3)		(1)(2)(3)		(1)(2)(3)	
LICENSE NUMBER				2AL712		2MA850		2ST570	

NOTES:

* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/23).
- (2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1
- (3) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 2

PRESENCE OF THE OWNER'S REPRESENTATIVE.



KECK & WOOD, INC.

4/24/24

DATE

May 1, 2024

Mayor and Council Members
City of Duluth
3167 Main Street
Duluth, Georgia 30096

Re: 2024 LMIG Mill, Patch & Resurface
Program on various Streets Within the
City of Duluth
Our Reference No. 231300

Dear Mayor and Council Members:

We have reviewed the bids received at City Hall, at 1:45 p.m., local time on April 22, 2024 for construction of the referenced project. Six (6) bids were received. The following is a summary of the three (3) responsive low bids.

	<u>Bidder</u>	<u>Bid Amount</u>	<u>Alternate</u>
1.	MHB Paving, Inc 113 South Cherokee Rd Social Circle, GA 30025	\$565,222.00	\$286,946.20
2.	Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way Auburn, GA 30011	\$584,032.00	\$271,756.00
3.	Blount Construction Company, Inc. 1730 Sands Place Marietta, GA 30067	\$592,678.85	\$265,802.51

A certified tabulation of the responsive bids received is attached. A copy of the tabulation has been mailed to each bidder for their information.

Each bidder submitted a bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/23). Each bidder submitted bid bonds in the amount of 5%. The low bid of \$852,168.20 is lower than the original cost estimate.

The Low bidder, MHB Paving, Inc. is recognized as a pre-qualified contractor with the Georgia Department of Transportation. Keck & Wood, Inc. contacted references provided by MHB Paving, Inc., and the responsive references stated they were satisfied with the work performed. MHB Paving, Inc. appears capable of performing the duties necessary to complete this project. As a result, Keck & Wood, Inc. therefore recommends contract award to MHB Paving, Inc. in the amount of \$852,168.20 for construction of the 2024 Paving Project.

Merchants Bonding Company (Mutual) is the surety company for the recommended bidder's bid bond and will likely be the surety company used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety is shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety company named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.



Adam Shelton, P.E.

Enclosure

BID TABULATION
2024 LMIG Paving Project
CITY OF DULUTH, GEORGIA

RECEIVED BY: CITY OF DULUTH, GEORGIA
AT DULUTH CITY HALL
2:10 P.M., LOCAL TIME, APRIL 22, 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1 MHB Paving 113 South Cherokee Rd Social Circle, GA 30025		BIDDER NO. 2 Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way Auburn, GA 30011		BIDDER NO. 3 Blount Construction Company, Inc. 1730 Sands Place Marietta, GA 30067	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
OVERALL PROJECT									
150-1000	TRAFFIC CONTROL	1	LS	\$55,000.00	\$55,000.00	\$53,945.00	\$53,945.00	\$54,433.10	\$54,433.10
611-8050	ADJUST MANHOLE TO GRADE	15	EA	\$350.00	\$5,250.00	\$500.00	\$7,500.00	\$498.26	\$7,473.90
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	125	LF	\$18.00	\$2,250.00	\$13.20	\$1,650.00	\$12.60	\$1,575.00
652-2502	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	70	LF	\$15.00	\$1,050.00	\$1.10	\$77.00	\$1.05	\$73.50
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	100	LF	\$75.00	\$7,500.00	\$50.00	\$5,000.00	\$85.61	\$8,561.00
ALBION FARM WAY									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$357.57	\$7,151.40	\$350.00	\$7,000.00	\$196.44	\$3,928.80
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	350	TN	\$148.80	\$52,080.00	\$151.50	\$53,025.00	\$156.31	\$54,708.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4,100	SY	\$3.75	\$15,375.00	\$3.10	\$12,710.00	\$3.69	\$15,129.00
BARNWOOD CROSSING									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$357.57	\$7,151.40	\$350.00	\$7,000.00	\$196.44	\$3,928.80
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	360	TN	\$148.80	\$53,568.00	\$151.50	\$54,540.00	\$155.42	\$55,951.20
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4,200	SY	\$3.75	\$15,750.00	\$3.10	\$13,020.00	\$3.64	\$15,288.00
CHATTahooCHEE TRACE (FROM ALBION FARM ROAD TO PIB)									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$357.57	\$7,151.40	\$350.00	\$7,000.00	\$196.44	\$3,928.80
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	330	TN	\$148.80	\$49,104.00	\$151.50	\$49,995.00	\$158.25	\$52,222.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3,900	SY	\$3.75	\$14,625.00	\$3.10	\$12,090.00	\$3.80	\$14,820.00
ROUNDFIELD CIRCLE NW									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$357.57	\$7,151.40	\$350.00	\$7,000.00	\$196.44	\$3,928.80
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	335	TN	\$148.80	\$49,848.00	\$151.50	\$50,752.50	\$157.71	\$52,832.85
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	450	TN	\$144.30	\$64,935.00	\$150.00	\$67,500.00	\$141.28	\$63,576.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3,900	SY	\$3.75	\$14,625.00	\$6.35	\$24,765.00	\$6.97	\$27,183.00
MILL RUN DRIVE									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	10	TN	\$357.57	\$3,575.70	\$350.00	\$3,500.00	\$196.44	\$1,964.40
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	155	TN	\$148.80	\$23,064.00	\$151.50	\$23,482.50	\$156.86	\$24,313.30
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	210	TN	\$144.30	\$30,303.00	\$150.00	\$31,500.00	\$148.62	\$31,210.20
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	1,850	SY	\$3.75	\$6,937.50	\$6.35	\$11,747.50	\$8.22	\$15,207.00
					*				

BID TABULATION
2024 LMIG Paving Project
CITY OF DULUTH, GEORGIA

RECEIVED BY: CITY OF DULUTH, GEORGIA
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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1 MHB Paving 113 South Cherokee Rd Social Circle, GA 30025		BIDDER NO. 2 Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way Auburn, GA 30011		BIDDER NO. 3 Blount Construction Company, Inc. 1730 Sands Place Marietta, GA 30067	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
RIVER SHOALS COURT									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	10	TN	\$357.57	\$3,575.70	\$350.00	\$3,500.00	\$196.44	\$1,964.40
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	175	TN	\$148.80	\$26,040.00	\$151.50	\$26,512.50	\$156.49	\$27,385.75
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	235	TN	\$144.30	\$33,910.50	\$150.00	\$35,250.00	\$145.23	\$34,129.05
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	2,200	SY	\$3.75	\$8,250.00	\$6.35	\$13,970.00	\$7.71	\$16,962.00
TOTAL BID AMOUNT					\$565,222.00 *	\$584,032.00		\$592,678.85 *	
ALTERNATE									
OVERALL PROJECT									
150-1000	TRAFFIC CONTROL	1	LS	\$27,500.00	\$27,500.00	\$23,065.00	\$23,065.00	\$20,086.41	\$20,086.41
611-8050	ADJUST MANHOLE TO GRADE	35	EA	\$350.00	\$12,250.00	\$500.00	\$17,500.00	\$463.92	\$16,237.20
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	30	LF	\$105.00	\$3,150.00	\$13.20	\$396.00	\$12.60	\$378.00
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	50	LF	\$50.00	\$2,500.00 *	\$50.00	\$2,500.00	\$94.44	\$4,722.00
ENFIELD LANE									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	55	TN	\$357.57	\$19,666.35	\$350.00	\$19,250.00	\$196.44	\$10,804.20
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	1,040	TN	\$148.80	\$154,752.00	\$151.50	\$157,560.00	\$146.10	\$151,944.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	13,000	SY	\$3.87	\$50,310.00	\$3.10	\$40,300.00	\$3.56	\$46,280.00
OLDE TOWN PARKWAY (ROGERS BRIDGE ROAD TO GLEN VISTA COURT									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	5	TN	\$357.57	\$1,787.85	\$350.00	\$1,750.00	\$196.44	\$982.20
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	50	TN	\$148.80	\$7,440.00	\$151.50	\$7,575.00	\$191.25	\$9,562.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	600	SY	\$12.65	\$7,590.00	\$3.10	\$1,860.00	\$8.01	\$4,806.00
ALTERNATE					\$286,946.20	\$271,756.00		\$265,802.51	
TOTAL BID AMOUNT WITH ALTERNATES					\$852,168.20	\$855,788.00		\$858,481.36	
BID BOND NOTE REFERENCE LICENSE NUMBER					5%	5%		5%	
					(1)(2)(3) 11816	(1)(2)(3) 2SU394		(1)(2)(3) 2BL590	

BID TABULATION
2024 LMIG Paving Project
CITY OF DULUTH, GEORGIA

RECEIVED BY: CITY OF DULUTH, GEORGIA
AT DULUTH CITY HALL
2:10 P.M., LOCAL TIME, APRIL 22, 2024

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Allied Paving Contractors, Inc 132 Beck Rd Pendergrass, GA 30567	C.W. Matthews Contracting Co., Inc. 1600 Kenview Drive Marietta, GA 30060	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
OVERALL PROJECT									
150-1000	TRAFFIC CONTROL	1	LS	\$55,000.00	\$55,000.00	\$177,800.00	\$177,800.00	\$61,963.00	\$61,963.00
611-8050	ADJUST MANHOLE TO GRADE	15	EA	\$1,250.00	\$18,750.00	\$1,179.00	\$17,685.00	\$3,950.00	\$59,250.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	125	LF	\$16.50	\$2,062.50	\$12.00	\$1,500.00	\$38.50	\$4,812.50
652-2502	THERMO. SOLID TRAF. STRIPE, 5 IN, YELLOW	70	LF	\$1.35	\$94.50	\$1.00	\$70.00	\$8.05	\$563.50
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	100	LF	\$110.00	\$11,000.00	\$172.63	\$17,263.00	\$93.50	\$9,350.00
ALBION FARM WAY									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$325.00	\$6,500.00	\$809.25	\$16,185.00	\$1,285.00	\$25,700.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	350	TN	\$155.00	\$54,250.00	\$141.14	\$49,399.00	\$185.00	\$64,750.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4,100	SY	\$2.50	\$10,250.00	\$5.40	\$22,140.00	\$7.50	\$30,750.00
BARNWOOD CROSSING									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$325.00	\$6,500.00	\$809.25	\$16,185.00	\$1,285.00	\$25,700.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	360	TN	\$155.00	\$55,800.00	\$131.76	\$47,433.60	\$185.00	\$66,600.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	4,200	SY	\$2.50	\$10,500.00	\$4.58	\$19,236.00	\$7.50	\$31,500.00
CHATTAHOOCHEE TRACE (FROM ALBION FARM ROAD TO PIB									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$325.00	\$6,500.00	\$809.25	\$16,185.00	\$1,285.00	\$25,700.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	330	TN	\$155.00	\$51,150.00	\$143.92	\$47,493.60	\$185.00	\$61,050.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3,900	SY	\$2.50	\$9,750.00	\$5.64	\$21,996.00	\$7.50	\$29,250.00
ROUNDFIELD CIRCLE NW									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	20	TN	\$325.00	\$6,500.00	\$809.25	\$16,185.00	\$1,285.00	\$25,700.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	335	TN	\$155.00	\$51,925.00	\$143.75	\$48,156.25	\$185.00	\$61,975.00
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	450	TN	\$157.50	\$70,875.00	\$179.48	\$80,766.00	\$191.95	\$86,377.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	3,900	SY	\$5.65	\$22,035.00	\$13.00	\$50,700.00	\$15.50	\$60,450.00
MILL RUN DRIVE									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING BITUMINOUS MATERIAL & H LIME, INCL TACK COAT	10	TN	\$325.00	\$3,250.00	\$1,528.78	\$15,287.80	\$1,285.00	\$12,850.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL TACK COAT	155	TN	\$155.00	\$24,025.00	\$224.19	\$34,749.45	\$185.00	\$28,675.00
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME, INCL TACK COAT	210	TN	\$157.50	\$33,075.00	\$234.97	\$49,343.70	\$191.85	\$40,288.50
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	1,850	SY	\$5.65	\$10,452.50	\$20.44	\$37,814.00	\$15.50	\$28,675.00
									*

BID TABULATION
2024 LMIG Paving Project
CITY OF DULUTH, GEORGIA

RECEIVED BY: CITY OF DULUTH, GEORGIA
AT DULUTH CITY HALL
2:10 P.M., LOCAL TIME, APRIL 22, 2024

				BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Allied Paving Contractors, Inc		C.W. Matthews Contracting Co., Inc.		Stewart Brothers	
				132 Beck Rd		1600 Kenview Drive		2480 Pleasantdale Rd	
				Pendergrass, GA 30567		Marietta, GA 30060		Doraville, GA 30340	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
RIVER SHOALS COURT									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	10	TN	\$325.00	\$3,250.00	\$1,528.78	\$15,287.80	\$1,285.00	\$12,850.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	175	TN	\$155.00	\$27,125.00	\$179.89	\$31,480.75	\$185.00	\$32,375.00
402-3190	RECYCLED ASPH CONCRETE, 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL &	235	TN	\$157.50	\$37,012.50	\$242.63	\$57,018.05	\$191.95	\$45,108.25
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	2,200	SY	\$5.65	\$12,430.00	\$21.16	\$46,552.00	\$15.50	\$34,100.00
TOTAL BID AMOUNT					\$600,062.00	\$953,912.00		\$966,363.25 *	
ALTERNATE									
OVERALL PROJECT									
150-1000	TRAFFIC CONTROL	1	LS	\$17,500.00	\$17,500.00	\$45,897.11	\$45,897.11	\$31,946.00	\$31,946.00
611-8050	ADJUST MANHOLE TO GRADE	35	EA	\$1,000.00	\$35,000.00	\$1,179.00	\$41,265.00	\$3,950.00	\$138,250.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	30	LF	\$14.00	\$420.00	\$12.00	\$360.00	\$127.60	\$3,828.00
N/A	REMOVE AND REPLACE CURB & GUTTER OF VARIOUS TYPES	50	LF	\$98.00	\$4,900.00	\$234.34	\$11,717.00	\$93.50	\$4,675.00
ENFIELD LANE									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	55	TN	\$450.00	\$24,750.00	\$443.80	\$24,409.00	\$1,285.00	\$70,675.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	1,040	TN	\$150.00	\$156,000.00	\$142.25	\$147,940.00	\$185.00	\$192,400.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	13,000	SY	\$3.25	\$42,250.00	\$5.50	\$71,500.00	\$7.50	\$97,500.00
OLDE TOWN PARKWAY (ROGERS BRIDGE ROAD TO GLEN VISTA COURT									
402-1812	RECYCLED ASPHALTIC CONCRETE PATCHING, MINIMUM 4", INCLUDING	5	TN	\$450.00	\$2,250.00	\$1,951.17	\$9,755.85	\$1,285.00	\$6,425.00
402-3103	RECYCLED ASPH CONCRETE, 9.5MM SUPERPAVE, TP 2, GP 2 ONLY, INCL.	50	TN	\$150.00	\$7,500.00	\$391.04	\$19,552.00	\$185.00	\$9,250.00
432-5010	MILL ASPH CONCRETE PVMT, 1.5"	600	SY	\$3.25	\$1,950.00	\$30.65	\$18,390.00	\$7.50	\$4,500.00
ALTERNATE					\$292,520.00	\$390,785.96		\$559,449.00	
TOTAL BID AMOUNT WITH ALTERNATES					\$892,582.00	\$1,344,697.96		\$1,525,812.25	
BID BOND					5%	5%		5%	
NOTE REFERENCE					(1)(2)(3)	(1)(2)(3)		(1)(2)(3)	
LICENSE NUMBER					2AL712	2MA850		2ST1570	

NOTES:

* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U.S. TREASURY CIRCULAR 570 (7/1/23).
(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1
(3) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 2

PRESENCE OF THE OWNER'S REPRESENTATIVE.



KECK & WOOD, INC.

4/24/24

DATE

Advertisement for Bids

2024 LMIG Mill, Patch and Resurface Program on various streets within the City of Duluth

The City of Duluth is accepting sealed bids from qualified contractors to provide all necessary labor, material and equipment necessary to perform asphaltic concrete milling, deep patching (as directed), excavation of unsuitable material as needed, replacement, grading, compaction of grade aggregate base course as needed, patching or other structures, and installation or replacement of thermoplastic striping as directed, traffic control, erosion control and dust control on various streets within the City limits of Duluth. All work shall be in accordance with the specifications, the applicable drawings and subject to the terms and conditions of this contract.

The contract will include multiple road projects for milling, patching and resurfacing. A proposed **BASE** project list as well as a proposed **Alternate** (additional list of projects) is included in the full Invitation to Bid available at www.duluthga.net under the heading "Notices and RFP's".

All sealed bids will be received by the City of Duluth City Clerk, 3167 Main Street, Duluth, Georgia 30096, until **1:45 P.M. local time on Monday, April 22, 2024. Bids received after the stated time will not be accepted.** Bids will be opened publicly and read aloud on **Monday, April 22, 2024 at 2:00 P.M.** on the second floor of Duluth City Hall, 3167 Main Street, Duluth GA 30096, in the Executive Conference Room. The bid envelope must be marked on the outside with the following information:

City of Duluth

Bid – 2024 LMIG Mill, Patch and Resurface Program on Various Roads within City of Duluth

Date and Hour of Bid Opening

Company Name

Winning contractor will be required to provide an Eighteen month (18) warranty on all work completed.

Pre-Bid Conference will be held at City of Duluth Public Works Facility – 2450 Main Street in Duluth, Georgia 30096, on Thursday, April 4, 2024 at 10:00 A.M.

Full Invitation to Bid is available on the City of Duluth website, www.duluthga.net under the heading "Notices and RFP's"

Full Invitation to Bid is also available for viewing at the Duluth Public Works Department, 2450 Main Street, Duluth, Georgia 30097.

Bid will be awarded based upon Base Bid.

Contract will be awarded, if at all, within sixty (60) calendar days after opening of the proposal.

Deadline for questions is **Monday, April 15, 2024 at 5 P.M.** Submit all questions to Adam Shelton, PE, of Keck & Wood at bidquestions@keckwood.com No phone calls will be accepted.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is ninety (90) calendar days from the date of the "Notice to Proceed".

All bids shall be accompanied by a bid bond in favor of the City, in the amount of five percent (5%) of the total bid, (but not less than \$5,000); such bid bond representing that the bidder, if awarded a contract, will promptly enter into a contract and furnish performance bond and payment bond as provided by law and approved by the attorney for the City. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.**

Successful bidder will be required to meet insurance requirements. Performance and Payment bonds will be required upon acceptance of the proposal and contract submittal.

The Performance Bond shall be equal to one hundred percent (100%) of the contract amount. The Payment Bond shall be equal to one hundred ten percent (110%) of the contract amount.

Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to business in Georgia by the Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond and performance bond must have an A.M. Best rating of A-5 or higher.**

Award will be made to the lowest responsible and responsive bidder. The City of Duluth reserves the right to reject any and all bids, to waive technicalities and to make an award as deemed in its best interest.

Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore the City will issue a written addendum to document each approved change.

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2024 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2024 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2024 fiscal year as follows:

Total Revenues:	<u>91,140,451</u>
Operations Expenditures:	<u>42,166,985</u>
Capital Improvement Expenditures:	<u>48,973,466</u>
Total Expenditures:	<u>91,140,451</u>

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth police department need to replace some of the equipment they use including body cameras worn by the officers, in-car video systems and officer in-field lap tops due to equipment age or support issues; and

WHEREAS staff is requesting \$549,000 for the purchase of new equipment which will be funded with \$279,785.03 in unallocated 2017 SPLOST and \$269,214.97 in unallocated 2023 SPLOST; and

WHEREAS it is requested to add \$279,785.03 in unallocated 2017 SPLOST Public Safety and \$269,214.97 in unallocated 2023 SPLOST Public Safety funds be added to (PD-20) SPLOST Vehicles – Police – Consolidated Vehicle Maintenance -Vehicles line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2024 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>91,689,451</u>
Operations Expenditures:	<u>42,166,985</u>
Capital Improvement Expenditures:	<u>49,522,466</u>
Total Expenditures:	<u>91,689,451</u>

IT IS SO ORDAINED this _____ day of _____, **2024**.

Mayor Greg Whitlock

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk