

RFQ 14-01

DESIGN AND PLAN DEVELOPMENT OF  
CHAMBLEE-DUNWOODY ROAD MULTI-MODAL IMPROVEMENTS FROM COTILLION TO PEELER ROAD  
AND IMPROVEMENTS TO THE INTERSECTION OF CHAMBLEE-DUNWOODY ROAD, NORTH SHALLOWFORD  
ROAD, AND PEELER ROAD

Addendum #1:

- 1) In addition to the scope outlined in the RFQ, it is desired by the City to include plans to fill in the sidewalk gap on Cotillion Drive between Chamblee-Dunwoody Road and N. Shallowford Road. The City may also consider converting the sidewalk to a multi-use path.

Responses to RFP Questions:

1. Do the cover letter, section tabs, proposal forms, table of contents, or title page count towards the 20 page maximum?
  - a. No.
2. Do we need to include the GDOT prequalification sheets or DBE certifications and if so, do they count towards the 20 page maximum?
  - a. Yes
1. Can you clarify the scope of the Vermack/Chamblee-Dunwoody intersection as part of the project?
  - a. The city's transportation plan recommends intersection improvements on Chamblee Dunwoody Road from Vermack Road to North Shallowford Road. Due to their proximity, it is possible that Vermack could be the logical termini for improvements at North Shallowford. The city would like for the study area to include both intersections at least through the concept development phase. Depending on which concept is approved, the intersections may then be split into two projects for final design and construction purposes.
2. If we provide more than three project examples, do we include additional case studies as part of Section III of the statement of qualifications or limit Section III to three examples and put additional project examples into Section V?
  - a. Include any case studies above the three required examples in Section V.
3. Can you clarify Item 4.2.2.2 of the RFQ? Is the basis for comparison in this item the scope provided by the City in Part III?
  - a. Convey that you understand the entire scope. Present and/or suggest additional scope and/or potential scope gaps.
4. Where would you like the requested info within 5.2 to go? Particular item number 5.2.5. Is Section V correct? (per the SOQ section requirements on pages10-11)
  - a. The information requested in 5.2.5 would go in Section III of the proposal (see 4.2.3).
5. Where would you like the Qualifications form to go? pages 14-16 of the RFQ.
  - a. Qualifications forms may go in Section V of the proposal.
6. Are there any existing traffic volumes available for examination?

- a. The available traffic data has been uploaded to the City's Sharefile account and may be downloaded by following this link:  
<https://dunwoodyga.sharefile.com/d/s11409ecec814cd0b>.
7. Section 3.3.1 (Concept Reports) on page 8 of the RFQ provides the Consultant is to "[r]eview available data including crash data, property line data, plats, etc." May the Consultant rely upon and use such documentation without the need for independent verification in the performance of such research services? If not, this would require substantial verification on the part of the Consultant of work/information provided by others.
  - a. The study and evaluate sense of the word "review" is meant in this statement. The City is not suggesting that the consultant is to verify the information.
8. Will the City consider modifying the first sentence of the second paragraph of the Qualifications Form on page 14 of the RFQ to read as follows:

The Proposer ~~further represents that it has examined or investigated~~ has reasonably evaluated the site conditions if necessary, and reasonably informed itself ~~fully in regard to all of the~~ conditions pertaining to the place where work is to be done; that it has reviewed ~~examined~~ the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise reasonably ~~fully~~ informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

- a. The City will accept all of the proposed language except the last one. The Proposer must represent that it has fully informed itself regarding the nature, extent, scope and details of the services to be furnished under this Contract.
9. Section 3 (Performance) of the Sample Consultant Contract on page 24 of the RFQ states:

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in a good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid Proposal.

This language may be construed to create an elevated standard of care, which is an uninsurable risk and may be outside of the control of the Consultant. Please confirm that the RFQ and any resulting contract documents shall require the Consultant to perform, as its exclusive standard and in lieu of any other warranty or representation, the services set forth under the RFQ and any resulting Contract Documents (as defined in Section 24.1 of the General Conditions on page 39 of the RFQ) in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same field at the same time or similar locality (the "Professional Standard of Care"). Additionally, to the extent that the terms "ensure", "assure", "covenant", "warrant," "certify" and the like appear in the RFQ and any resulting Contract Documents, please confirm these terms shall mean providing such services in compliance with the Professional Standard of Care, which shall be the sole standard applicable to the Consultant's services.

- a. The City is agreeable to the proposed language.
10. Section 15.2 of the General Conditions on page 34 of the RFQ states, in relevant part, the following:

Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a “B+” Financial Rating and a Financial Size Category of “Class VI” or higher according to the most current edition of A.M. Best’s Insurance Reports.

For the purpose of clarification, please confirm that insurers authorized to do business in the State of Georgia is acceptable.

- a. Insurers authorized to do business in Georgia are acceptable.
11. For the purpose of clarification, please confirm that the terms and conditions of the Sample Consultant Contract will be the controlling terms and conditions in any resulting Contract awarded under this RFQ, and will control over the terms and conditions which may be incorporated by reference in the General Provisions and City of Dunwoody Department of Financial Services – Purchasing Division General Instructions for Proposers, Terms and Conditions.
- a. The terms and conditions of the Sample Consultant Contract will be the controlling terms and conditions in any resulting Contract awarded under this RFQ and will control over the terms and conditions which may be incorporated by reference in the General Provisions and City of Dunwoody Department of Financial Services – Purchasing Division General Instructions for Proposers, Terms and Conditions.
12. Will the City consider modifying the Sample Consultant Contract to include a waiver of consequential damages provision similar to the following:

In no event shall either party be liable to be liable to the other, whether based on breach of contract or warranty, tort, negligence, strict liability, indemnity, error and omission or any other cause whatsoever, for any consequential, special, indirect, exemplary, incidental and punitive damages, or for damages arising from loss of use, increased cost of construction, cost of capital, loss of revenue or profit and/or customer claims.

- a. No the City will not agree to this provision.
13. Will the City consider modifying the Sample Consultant Contract to include the following clause:

Any cost opinions or estimates provided by Consultant will be on a basis of experience and judgment, but since Consultant has no control over market conditions or bidding procedures, Consultant cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates. Neither this Contract nor any of the services provided hereunder shall constitute or provide for, and Consultant shall not be

considered to have rendered, any legal or financial opinion(s) regarding feasibility of this project or any other or regarding any other matter. Unless expressly

- a. Yes.

14. Will the City consider modifying the Sample Consultant Contract to include the following clause:

Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the services and shall not manage, supervise, control or have charge of construction.

- a. Yes.

15. For the purposes of clarification, please confirm the City will accept written exceptions to the Contract Documents through the submission deadline of March 6, 2014 at 2:00 p.m.

- a. Any other written exceptions should be noted in the statement of qualifications. .

16. Will a copy of the Attendees to the pre-bid meeting be made available?

- a. A copy of the list of the attendees is attached with this Addendum.

PRE-BID/PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

CITY OF DUNWOODY

Solicitation: RFQ 14-01 Design & Plan Development  
Chamblee Dunwoody Rd. Corridor Improvements

Date: 2-17-14

	NAME	COMPANY	PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS
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4	STUART DAY	KIMLEY-HORN	404-419-8770		STUART.DAY@KIMLEY-HORN.COM
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