

REQUEST FOR PROPOSALS

TOWN OF TYRONE
TRANSPORTATION ENGINEERING SERVICES

Project Number: PW-2021-13



Prepared on: August 31, 2021

SEALED PROPOSAL MUST BE DELIVERED TO:

Town of Tyrone
Attn: Scott Langford, PE
950 Senoia Road
Tyrone, GA 30290

Proposals Due: September 29, 2021 by 11:00 AM EST

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Owner: The Town of Tyrone

Project Name: Transportation Engineering Services

Project Number: PW-2021-13

Project Location: Town of Tyrone – Town Limits

Description of Project/Services: Provide professional engineering services for design and construction of transportation improvements and traffic studies.

RFP DOCUMENTS MAY BE OBTAINED FROM: <http://tyrone.org/links/bid-items/>

- All public notices, addendum and other documents shall be posted at <http://tyrone.org/links/bid-items/>
- Licensure: To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of the Official Code of Georgia Annotated, as amended, at the time of proposal submission.
- All communication shall be in writing with the Project Manager listed below. Preferred method of communication is email.

Project Coordinator/Manager: Scott Langford, PE **Title:** Public Works Director & Town Engineer
Address: **Street:** 950 Senoia Road **State:** Georgia **ZIP:** 30290
City: Tyrone **Phone:** 770-487-4038
EMAIL: slangford@tyrone.org

Pre-submittal Conference: None

Submittal Due Date: September 29, 2021


Time: 11:00 AM

Number of Copies: 4 paper, 1 pdf

Submittal Delivery Address:

Hand Delivery: Town of Tyrone
Attn: Scott Langford, PE
950 Senoia Road
Tyrone, GA 30290

Mail Services: Town of Tyrone
Attn: Scott Langford, PE
950 Senoia Road
Tyrone, GA 30290

Approved By: 
(Town Manager)

Date: 8/31/2021

THE TOWN OF TYRONE
TRANSPORTATION ENGINEERING SERVICES

1.0 INTRODUCTION

1.01 General:

The Town of Tyrone (Town) has experience considerable growth in the past 20 years. The Town is seeking qualified professional service firms (Firm) to serve as a Transportation Engineer of Record (EOR) for projects within the Town's limits. These projects range from planning and traffic studies to design, permitting, utility coordination, right of way acquisition and construction management. The Town of Tyrone's overall goal with this Request for Proposals (RFP) is to provide safe passage, improve intersections, and handle traffic volume more efficiently. The contract will be through an on-call contract that ends on our FY21-22 (June 30, 2022) with options to extend the contract for five additional fiscal years. The Town reserves the right to solicit other Consultants for tasks that would otherwise fall within the services listed herein.

1.02 Site Visit and Pre-Proposal Meeting:

The Town will not hold a pre-proposal meeting. A site visit is recommended but not required. The purpose of the visit is to further acquaint your team with the roads and transportation system. By submitting the RFP, the Firm acknowledges that they are familiar with the sites and existing conditions as ascertained through a site visit. No adjustments will be made in the contract price due to existing site conditions which could have been discovered by the site visit by the Firm. You are not to discuss the project with the Town's employees. All questions should be in writing via email to the Project Manager, Scott Langford at slangford@tyrone.org.

1.03 Town Transportation System

The Town's transportation system consists of a small number of GDOT State Functional Classified Roads, those being: Dogwood Trail (major collector), Senoia Road (minor arterial) Tyrone Road (minor arterial), and Palmetto Road (minor arterial). Overall, the Town maintains approximately 68 miles of paved roads and 2 miles of unpaved roads. The only State maintained road within the Town's physical limit is SR-74. There are no interstates located within the Town's physical limits.

Funding for the Town's roads comes from the General Fund, Special Purpose Local Option Sales Tax (SPLOST), the State's Local Maintenance and Improvements Grant (LMIG) issued to the Town, and the State's TIP/LAP grant issued to the County for work that includes Tyrone's roads. Since the County manages the TIP/LAP projects, the A&E services for this grant is completed by the County.

Recent relevant transportation studies and the Town's Project Priorities are included in the appendices.

1.04 Firm's Qualifications

Technical proposals will be considered only from those Firms who are regularly established in services described in the scope of work and who are financially responsible and have the necessary equipment and facilities required by this proposal to provide said services and to meet the standards as stipulated in these documents. The Town may request information substantiating the above requirements. Failure to provide such information may result in the proposal being considered non-responsive. It is understood that the right is reserved by the Town to thoroughly inspect and investigate the establishment, facilities, equipment, business reputation, and other general qualifications of any Firm;

and to reject any bid irrespective of bid prices, if it shall be administratively determined that any or all of the qualifications cannot be met.

2.00 STATEMENT OF WORK

2.01 The Town has an on-going need for engineering services related to the assessment, design, and delivery of transportation projects. The Town desires to enter into a contract with a qualified firm to serve as the Transportation Engineer of Record. The Consultant will provide on-call services with fees based on the hourly rates established in the Contract. Work shall be assigned on a Project Order basis. Each Project Order will specify a lump-sum amount or a maximum not-to-exceed amount and provide a detailed statement of work, requirements, specifications, and deliverables.

There will be no minimum amount of work or number of projects explicit or implied by the Contract, and the Firm shall execute projects as assigned.

The following projects in Appendix A are the Town's Priority Projects and will be the projects that the Town will be looking towards starting if within budget:

- A. Palmetto Road – Arrowood Road – Spencer Roundabout: New Construction
 - a. A recent study is included in Appendix B for this project. The Town plans to start with this SPLOST project for developing construction plans, right-of-way plans, utility plans, technical specifications, soil erosion and sedimentation control plans, and any other document, plan or drawing needed for permitting, land acquisition, and construction. Including assisting with procurement of a Contractor for construction, and providing Construction Engineering and Inspection (CEI) Services.
- B. Farr Road: Resurfacing Road
 - a. The Town plans to start with this SPLOST project for developing construction plans, technical specifications, soil erosion and sedimentation control plans, and any other document, plan or drawing needed for permitting, and construction. Including assisting with procurement of a Contractor for construction, and providing Construction Engineering and Inspection (CEI) Services.
- C. Road Resurfacing: Resurface sections of multiple roads.
 - a. The Town plans to start with this LMIG and General Fund project for developing construction plans, technical specifications, soil erosion and sedimentation control plans, and any other document, plan or drawing needed for permitting, and construction. Including assisting with procurement of a Contractor for construction, and providing Construction Engineering and Inspection (CEI) Services.
- D. Intersection Study at Senoia Road – Crabapple – Rockwood
 - a. Assess and evaluate existing conditions, and identify viable options with Consultant-recommended concepts and estimated costs.
- E. Intersection Study at Senoia Road – Tyrone – Palmetto
 - a. Recent studies are included in Appendix B for this project. Assess and evaluate existing conditions, and identify viable options with consultant-recommended concepts and estimated costs.
- F. Intersection Study at Senoia Road and Castlewood Road
 - a. Assess and evaluate existing conditions, and identify viable options with consultant-recommended concepts and estimated costs.

2.02 The following examples of work that may be necessary on projects and shall be included are, but are not limited to:

- Surveying – boundary surveys, construction staking, location surveys, survey of existing conditions, etc.;
- Preparation of legal descriptions;
- Preparation of Final Plats;
- Geotechnical Investigations;
- Construction Engineering and Inspection;
- Hot Mix Asphalt – Field inspection, coring, quality acceptance (per GDOT Inspection Manual), etc.;
- Pavement Design (e.g., preparation of job mix formula for Full Depth Reclamation);
- Drainage Structures and Culvert Inspections;
- Cost Estimating;
- Grading Plans;
- Alternative Analyses, etc.

2.03 The Town will assign projects to the Transportation EOR on an as-needed basis. The projects may be assigned individually or in groups. Projects may consist of any engineering service related to Public Works. This may include, but is not limited to, the following scope of work:

1. Transportation Planning
 - a. Local, Regional, and Statewide Coordination and Planning
 - b. Detailed Planning Studies and Intersection Studies
 - c. Alternate Systems Planning / Alternative Analysis
 - d. National Environmental Policy Act (NEPA) compliance (Federal-Aid Projects)
 - i. History
 - ii. Air Quality
 - iii. Noise
 - iv. Ecology
 - v. Archaeology
 - vi. Freshwater Aquatic Surveys
 - vii. Bat Surveys
 - e. Public Engagement / Public Involvement
 - f. Location Studies
 - g. Traffic Analysis
 - h. Non-Motorized Transportation Planning
 - i. Personal Transportation Vehicle (e.g., golf cart) Planning
2. Road Design
 - a. Rural and Urban Roadway Design (two-lane and multi-lane)
 - b. Traffic Operations Studies and Design

- c. Landscape Architecture Design
 - d. Traffic Control Systems Analysis, Design and Implementation
 - e. Utility Coordination
 - f. Hydraulic and Hydrologic Studies (for Roads)
 - g. Facilities for Bicycles, Pedestrians and Golf Carts
 - h. Roadway Lighting
 - i. Value Engineering
 - j. ADA compliance as applicable
3. Soils, Foundations & Material Testing
 - a. Soil Survey Studies
 - b. Geological and Geophysical Studies
 - c. Laboratory Testing of Roadway Construction Materials
 - d. Field Testing of Roadway Construction Materials
 - e. Hazardous Waste Site Assessments
 4. Construction
 - a. Cost Estimating
 - b. Construction Engineering and Supervision
 - c. Project Management
 5. Erosion and Sedimentation Control
 - a. Soil Erosion, Sedimentation, and Pollution Control Plan
 - b. Rainfall and Runoff Reporting
 - c. Field Inspection for Erosion Control
 6. Topography
 - a. Land Surveying
 - b. Engineering Surveying
 - c. Topographic Surveying
 - d. As-Built Surveying
 - e. Construction Layout and Staking
 - f. Photogrammetry
 - g. Overhead-Subsurface Utility Engineering (SUE)

Most of the work areas listed above correspond to GDOT Area Class / Employee Qualification used for Consultant Prequalification. Unless noted otherwise, descriptions for the work areas match those referenced and used by GDOT.

General notes below explain the Town's needs and preferences related to this RFP.

- Environmental – The Consultant shall generate all necessary Environmental documents and obtain the associated approvals and permits. The Consultant team shall have sufficient experience to satisfy National Environmental Policy Act (NEPA) requirements on federal-aid projects.
- Public Engagement – Project Orders may require public engagement. The Town can assist with coordinating and hosting Public Information Open House meetings and

similar events. However, the Consultant team should have the resources to lead public engagement activities such as meetings, dissemination of information by social media, on-line surveys, etc.

- Project Data and Deliverables – All reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this RFP shall become the property of the Town. The data shall be reasonably organized, indexed, bound and delivered to the Town within two weeks of written request from the Town. Most deliverables are expected to be received in electronic format. Final AutoCAD files shall be provided in a format/version compatible to AutoCAD Civil 3D2019. AutoCAD files shall be provided to the Town on all construction projects.
- Invoices – the Consultant shall provide monthly reporting and invoicing on all active projects in a manner and format that is mutually agreed upon by the Consultant, Town Manager, and the Public Works Director.
- Other Services – The Consultant team should have the resources available to provide the type of services listed in this document.

3.00 FIRM GENERAL RESPONSIBILITIES

3.01 The bidder shall be responsible for examining the work sites and becoming familiar with the work required at each site.

3.02 Notification to the Town if work to be performed is outside the scope of what was identified in the original Project Order agreement.

3.03 The Firm will consult with the appropriate Town personnel for approval prior to any schedule variance. Firm shall notify the Public Works Director at least 2 work days prior to any activity rescheduling. Correspondence may occur via email (preferred) or phone call.

3.04 The Firm shall provide competent, suitable and qualified personnel to perform the work as required for each Project Order.

3.05 Firm's vehicles used inside the Town shall be in good repair, free from leaking fluids and properly registered.

3.06 The Firm shall satisfy the Georgia Department of Transportation requirements along with MUTCD standards and AASHTO standards. The Firm will be required to follow MUTCD when working within any Town Right-of-Way. Cost for the Project Item Shall include all traffic control and signage.

3.07 All personnel are required to wear safety protective equipment as appropriate for the situation. The Firm will be responsible for providing the safety equipment to their employees.

3.08 Contactor shall purchase and provide all materials, supplies and labor necessary to fulfill the requirements of this proposal.

3.09 The Firm shall not commence work until which time a contract is signed by the selected Firm and the Town; but no later than 30 calendar days following the Town's contract execution.

4.00 TOWN OF TYRONE GENERAL RESPONSIBILITIES

4.01 Identify the project limits and furnish the Firm the following information:

- A. Provide approximate location of work activities and expectations
- B. Provide Project Order to the Firm.

4.02 As applicable, notify Firm of discrepancies in work performed and discuss corrective action to be taken.

5.00 SUBMISSION CRITERIA

5.01 Submission: Provide four (4) paper and one electronic (pdf format) complete and identical copies of the submitted Proposal to the Project Manager at:

Town of Tyrone
Attn: Scott Langford, PE
950 Senoia Road
Tyrone, GA 30290
770-487-4038 Ext 109
SLangford@Tyrone.Org

5.02 Proposal Due Date:

The deadline for submission of the RFP is listed on the RFP's cover page or as amended in an Addendum.

5.03 Responsibility:

The Town is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each firm is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection.

5.04 Envelope:

Seal and mark the exterior of the envelope with, "PW-2021-13 for Transportation Engineering Services" along with the name and address of the firm.

5.05 Proposal Requirements:

Proposals shall be on 8.5" by 11" paper. **Proposal shall not exceed 30 pages** with a minimum font size of 10-point Times New Roman and one-inch margins. A "Page" is defined as a display of information on one side of a piece of paper. Double sided printed paper will count as two pages. Charts and Drawings can be submitted on 11" x 17" page (Z -folded to 8.5" x 11"), but will count as 2 pages per side. Pages should be numbered consecutively. A Table of Contents, with corresponding tabs in the body of the proposal, must be included as well to identify each section. Placing multiple tabs on the same page is

acceptable. Any forms, affidavits, certifications or signed statements called for in the RFP may be included in an appendix and will not count toward the page limit.

The submittal shall include one-page transmittal letter, cover page with RFP name and number, and table of contents. These pages do not apply toward the page limit. Responses covering over 30 pages total will not be viewed upon favorably by the Selection Committee.

In order to limit the cost incurred by responding to this solicitation, proposers are encouraged to be brief. Thick submittals with background and general marketing material are not desired. Instead, emphasis should be placed on responding to the evaluation criteria, understanding the project requirements and the project goals.

5.06 Costs to Prepare Responses:

The Town assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.

5.07 Proposal Information:

The following information pertains to general information:

1. Offers submitted are good for 90 calendar days after the opening of the offer. By offering, the Firm acknowledges that they have examined the RFP and have a full understanding of the RFP and any addendum issued.
2. In the event of discrepancy between unit price and extended price, the unit price prevails.
3. The Town Reserves the right to waive any defect or irregularity in any proposal received.
4. The Town reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the Town.
5. The Town reserves the right to reject any proposal or all proposals, and to re-release the request for proposals.

5.08 Questions about the project:

Questions shall be in writing to the Project Manager (Scott Langford – see Section 5.01 above), preferably in email format. Questions must be submitted at least 10 calendar days prior to the RFP submittal date and time. Responses to information will be via addendum posted on the Town's website at <http://tyrone.org/links/bid-items/>. Firm shall acknowledge receipt of all issued Addendum on the Required Document Checklist form located in Section **10.00 OWNER PROVIDED FORMS**. It is the Firm's responsibility to visit the website frequently to ensure they have the most up to date information.

6.00 EVALUATION CRITERIA

6.01 The Selection Committee will evaluate the content of the written proposals and the fee proposals based upon the criteria listed and point values in the table below. If it deems necessary, the Town may determine to short list 3-5 firms and conduct interviews. As the services being sought are professional in nature, the evaluation will be based upon consideration of the demonstrated qualifications and capabilities of the proposers. The criteria are tabulated below with their respective maximum point values.

RFP CRITERIA

Major Category	Maximum Points
Qualifications of the Firm	10
Firms Experience	15
Project Approach	40
Scheduling and Workload	15
Clarity of Submittal and Forms	5
Financial Stability	5
Fee Schedule	10

7.00 RESPONSE TO CRITERIA

7.01 General Information Regarding the Criteria:

By submitting a proposal, the Firm represents that they have (1) thoroughly examined and are familiar with the scope of services outlined in this RFP, and (2) are capable of performing quality work to achieve the Town's objectives. To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and, at a minimum, contain the requested information. Respondents are encouraged to include additional relevant information. Omissions or incomplete responses in terms of content or aberrations in form may at the Town's discretion, render the proposal non-responsive.

7.02 Criteria Descriptions:

- A. Qualifications of the Firm – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Number of years in business and location of home and working offices for this work;
 - b. Address, telephone and email address for the firm and major subconsultants;
 - c. Number of personnel employed that will be available to provide service for the project. Note if personnel are full, part, or seasonal employment. Include the use of any subconsultants;
 - d. Project Team - provide names and a brief resume of Project Manager, other key staff, and subconsultants. Include a licenses and certifications in the state of Georgia for these types of work activities; and,
 - e. Provide summary of GDOT prequalification(s) by Area Class and firm along with other relevant certifications/qualifications.
- B. Firm Experience – As part of the criteria submission, firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. List a minimum of three (3), but not more than six (6), projects with references within the past 5 years where similar type of work and successful completion were performed; specifically, at least one activity with intersection studies and one activity with design and construction management of roundabouts. List date completed, services provided, involvement of proposed Project Team members, time to complete the design, time to complete construction, estimated cost, amount of accepted bid and final cost. Phone numbers and email addresses of references are to be included. The Town reserves the right to make reference checks on any listed project and results of such reference checks will be factored into the scoring;

- b. In the last 5 years has any member of the team ever failed to complete any work awarded to it or been removed from any project awarded? If yes, provide an explanation and contact information for that Owner's Project Manager; and,
 - c. Is your firm currently in litigation or have been in the past 5 years? If so, explain.
- C. Project Approach – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Provide examples, as applicable, of unique cost savings techniques that will enhance the services and final product to the Town;
 - b. Demonstrate your understanding of the proposal requirements;
 - c. Demonstrate your ability to stay on schedule and within budget; and,
 - d. Provide insight on your Firm's ability to provide holistic approach to transportation planning studies, strategies for effective construction oversight, internal quality control procedures, project management techniques, "value-added" ideas, and other factors that Firm believes to be relevant to the RFP.
- B. Scheduling and Workload – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Provide information on your current workload and how the Town's projects will be accomplished and effectively managed to deliver multiple Project Orders simultaneously. Demonstrate your ability to move projects forward quickly. Provide availability of key Project Team members and backlog of work. Provide description of tools and software that will be used to develop and track projects;
 - b. Identify any foreseeable problems in the implementation of the project. Include how these potential problems may be resolved;
- D. Clarity of Submittal and Forms – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Conforms with the format instructions as listed above.
 - b. Provides information listed in the Response to Criteria.
 - c. Provides relevant information in a clear and concise manner that demonstrates the Firm's ability to communicate their understanding of the project and their ability to performing the project.
 - d. Firms shall submit the following required fully executed and completed forms:
 - a. Complete, sign and submit the Owner provided **Required Document Checklist** form;
 - b. Complete, sign and submit the Owner provided **Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)** forms Parts 1 and 2;
 - c. Complete, sign and submit the Owner provided **Firm Information** form;
 - d. Complete, sign and submit the Firm's **Insurance Certificate on the ACORD 25** form;
 - e. Complete, sign and submit the Firm's **Hourly Rate Schedule** form in a separate sealed envelope.
- E. Financial Stability – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Form of ownership, including state of residency or incorporation. State if the offeror is a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure.
 - b. Provide Certificate of Insurance as described in Section 9.00 Administrative and Offeror Information section of this RFP.
 - c. Supply Current Ratio (Current Assets/Current Liabilities) experience for the last five (5) years, with a signed affidavit from the Firm's Financial Officer.

- F. Hourly Rate Schedule – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
- a. All cost information shall be provided in a sealed envelope separate from the proposal.
 - b. The schedule should list all job classes/titles expected to bill against this Contract as well as any additional unit costs associated with travel, production of documents, etc. All fees, unit rates and hourly rates shall be held constant at least through June 30, 2022.
 - c. The Hourly Rate Schedule information should also include any changes to the proposed rates, fees, or other costs for future Project Orders that would be required for the first or second contract renewal to account for anticipated inflation. Hourly rates and fees will not be open to negotiation or changes after a Contract is awarded, even during consideration of a first or second Contract renewal. Hourly Rates for Project Orders already established are not subject to change even when Contract renewal is granted.
 - d. As noted previously, work shall be assigned on a Project Order basis. Each Project Order will specify a lump-sum amount or a maximum not-to-exceed amount and provide a detailed statement of work, requirements, specifications, etc. The payment method for each Project Order will be established based on the type or work being performed.

8.00 SELECTION PROCESS

8.01 A selection committee consisting of 3 to 5 members of the Town’s staff will recommend the best suited firm to the Town Council at the Council meeting listed in the Schedule of Events below.

8.02 The committee will utilize the Criteria identified in the aforementioned in determining the best suited firm. The Town may choose to interview firms.

8.03 In addition to the required written submittals, the Selection Committee may require oral interviews. If oral interviews are requested; firms will be notified and will receive interview instructions. Key personnel from the firm who will be directly involved with the project should attend the interview. The interview panel will; in particular, be interested in knowing more about previous experiences, meeting deadlines, project approach and interacting with the individuals who will act as the primary contacts.

8.04 Schedule of Events

RFP Issued	August 31, 2021
Deadline for Submission of Questions	September 19, 2021
Proposal Due Date	September 29, 2021
Interviews if requested	October 8, 2021
Committee Recommendation to Council	October 21, 2021
Anticipated Start Date	TBD upon Council approval/Legal Counsel review
Completion date	June 30, 2022; 1 Year renewals if both parties are agreeable. Up to five renewals total.

8.05 Contract Rate Negotiations

The Town will start with the highest ranked firm after evaluation of the RFP and interviews as conducted, and negotiate a contract at fair and reasonable compensation. If negotiations with the most

qualified firm do not result in a satisfactory contract, the Town will terminate negotiations with this firm, and then undertake negotiations with the next most qualified firm. This process will continue until an agreement is reached or when the Town determines not to proceed further.

9.00 AMINISTRATIVE AND OFFEROR INFROMATION

9.01 Availability of RFP Documents

The RFP documents are available on the Town's website at <http://tyrone.org/links/bid-items/>.

9.02 No Commitment by the Town of Tyrone

This Request for Proposals does not commit the Town to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal to this Request, or to procure or contract for services or supplies. In acceptance of Proposals, the Town reserves the right to negotiate further with one or more of the Firms as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the Town. This includes solicitation of a best and final offer from one or more of the proposers.

9.03 Proposal Representation

Each Proposer, who has the legal authority to sign and bind the firm, must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

9.04 Insurance Requirements:

The Firm's Comprehensive General and Automobile Liability Insurance shall be written for not less than limits of liability as follows:

- A. Comprehensive General Liability
 - a. Bodily and Personal Injury, Property Damage and Contractual: \$1,000,000 Combined Single Limit Each Occurrence/\$2,000,000 General Aggregate
 - b. General Aggregate Limits shall apply Per Project
- B. Comprehensive Automobile Liability
 - a. Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each Occurrence
 - b. Any Auto including Hired and Non-Owned liability coverage is required.
- C. Workers Comprehensive
 - a. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. At a minimum, the policy must also meet Georgia required coverage.
- D. Professional Liability (Errors and Omissions) Insurance: \$2,000,000.00 limit per claim and aggregate.
- E. The Town must be named as additional insured on the policy of insurance as follows: Town of Tyrone; 950 Senoia Road; Tyrone, GA 30290.
- F. The policy **shall not** contain a waiver of subrogation.

Firm shall provide the Town with valid Certification of Insurance(s) evidencing the Town. The certificate shall be on the ACORD 25 form. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to the Town by Insurer before cancellation or non-renewal of policy. The insurance policies may not include a deductible, retention or self-insurance in excess of \$10,000. It is further understood that any coverage extended by reason of this paragraph shall be primary and non-contributory and such shall be evidenced on the Certificate of Insurance. Any insurance maintained by the Town of its own protection shall be secondary of excess insurance. All insurance companies providing coverage must have an AM Best Rating of A-VII or better unless approved by the Town in advance at its sole discretion. The Firm is responsible for having the required insurance throughout the entire duration of the contract. Failure to obtain or maintain the required insurance does not reduce the Firm's responsibility or liability.

9.05 Indemnification

The Firm shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Firm of their employees, including losses, expenses or damages sustained by the Town or Town Officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Firm further agrees to defend any suit or action brought against the Town or Town Officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Firm agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability section Insurance Requirements. The obligations of the Firm pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Firm.

9.06 Trade Secrets and Confidentiality

If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in an affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).

9.07 Non-Collusion

By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.

9.08 Notice to Proceed

The Town shall not be liable for payment of any work done or any costs incurred by any offeror prior to the Town issuing a written Notice to Proceed.

9.09 Contract Term

The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2022. Thereafter, this agreement may be renewed by the Town for five additional one-year renewal terms. Renewal will be by letter or other written correspondence from the Town to the Firm ninety (90) days prior to expiration of the current.

9.10 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

9.11 Termination of Award for Cause:

If, through any cause, the successful Proposer should fail to fulfill in a timely and proper manner its obligations or if the successful Proposer knowingly violates any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Town from the successful Proposer is determined.

9.12 Termination of Award for Convenience:

The Town may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least ten (10) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Town, become its property. If the award is terminated by the Town as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

9.13 Force Majeure:

Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

9.14 Governing Law: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

10.00 OWNER PROVIDED FORMS

- CONTRACTOR AFFIDAVIT UNDER O.C.G.A 13-10-91(b) (1) form (parts 1 and 2)
- REQUIRED DOCUMENT CHECKLIST form
- FIRM INFORMATION form

CONTRACTOR AFFIDAVIT UNDER O.C.G.A 13-10-91(b) (1)

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 engaged in the physical performance of services on behalf of the Town of Tyrone, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

PW-2021-13: Transportation Engineering Services

Name of Project

Town of Tyrone, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____,
_____, 20__ in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

O.C.G.A. 50-36-1 (e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) _____ Contract _____,
as referenced in O.C.G.A. 50-36-1, from Town of Tyrone, Georgia, the undersigned applicant verifies one
of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an
alien number issued by the Department of Homeland Security or other federal immigration
agency.

My alien number issued by the Department of Homeland Security or other federal immigration
agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided
at least one secure and verifiable document, as required by O.C.G.A. 50-36-1 (e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: (Driver's License,

Passport, etc. - Attach copy)

In the making the above representation under oath, I understand that any person who knowingly and willfully makes
a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A.
16-10-2-, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city) _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE
_____ DAY OF _____, 20____

NOTARY PUBLIC
My Commission Expires: _____

**REQUIRED DOCUMENT
CHECKLIST**

(Submit this checklist and the documents listed below with your submittal)

PW-2021-13: TRANSPORTATION ENGINEERING SERVICES

FIRM NAME: _____

Firm Information _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Pricing Proposal (Hourly Rate Schedule) – Separate, Sealed Envelope _____

Insurance Certificate ACORD 25 form _____

Required Document Checklist _____

Acknowledge Addenda issued (as applicable) - list number(s) and date(s). _____

PW-2021-13: Transportation Engineering Services

FIRM INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

LEGAL AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____

PROJECT MANAGER CONTACT INFORMATION

Name: _____

Title: _____

Office Number: _____ Mobile Number: _____

APPENDIX A
TOWN'S PRIORITY PROJECTS

Project Number: PW-2021-13
Transportation Engineering Services

Town's Priority Projects List:

1. Farr Road – SPLOST Project (constructed and operational June 30, 2022)
 - a. A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and pave of Farr Road from the Tyrone Road existing new pavement joint to the intersection of Dogwood Trail. Road length is approximately 7825 LF (centerline). There are 4 three-way intersections and 3 four-way intersections. Paving of intersections to be back of curve. Asphalt shall be flush with existing curbs and with joints to existing asphalt that are to remain. Areas where curb does not exist, contractor shall grade shoulder as needed to ensure water drains easily off the paved surface. Six 24" thermo stop bars will be required. Striping is required for double yellow centerline, white edge of lane stripe (fog line), and white dotted line at deceleration lanes. Longitudinal rumble strips are required at the approaches to Tyrone Road and Dogwood Trail. Reflective pavement markers are required. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.
2. Palmetto, Spencer, Arrowood Roundabout – SPLOST Project (constructed June 30, 2023)
 - a. A&E design, land acquisition, permitting, utility coordination, bidding, and construction admin for a newly constructed roundabout. Project includes all striping, signage and RPM's. Closing the road to traffic is not a desired option and traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards. Project also includes connecting existing cart path/multi-use trail on Arrowood with a new cart path/multi-use path to Wynfield Drive intersection at Spencer Road. The Town will provide the A&E with a recent intersection study.
3. 2022 Asphalt Resurfacing – General Fund and LMIG (constructed and operational June 30, 2022)
 - a. Park Haven Lane - A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and overlay of Park Haven Lane from the intersection of Laurelmont to the intersection of Edenberry Drive. All intersections will be paved to back of curves in all directions. Tie Park Haven Lane into existing pavement joint at each intersection. Approximately 335 centerline feet along Park Haven Drive. Asphalt shall be flush with curb and joints to existing asphalt that is to remain. Five 24" thermo stop bars will be required. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.
 - b. Stonewyck Drive - A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and overlay of Stonewyck Drive from the intersection of Laurelmont to the intersection of Edenberry Drive plus approximately 105 feet to the existing paving joint. All intersections will be paved to back of curves in all directions. Tie Stonewyck into existing pavement joint at each intersection. Approximately 305 centerline feet along Stonewyck Drive. Asphalt shall be flush with curb and joints to existing asphalt that is to remain. Two 24" thermo stop bars will be required. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.
 - c. Ashland Trail – Castlewood Entrance to Regal Oak - A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and overlay of Ashland

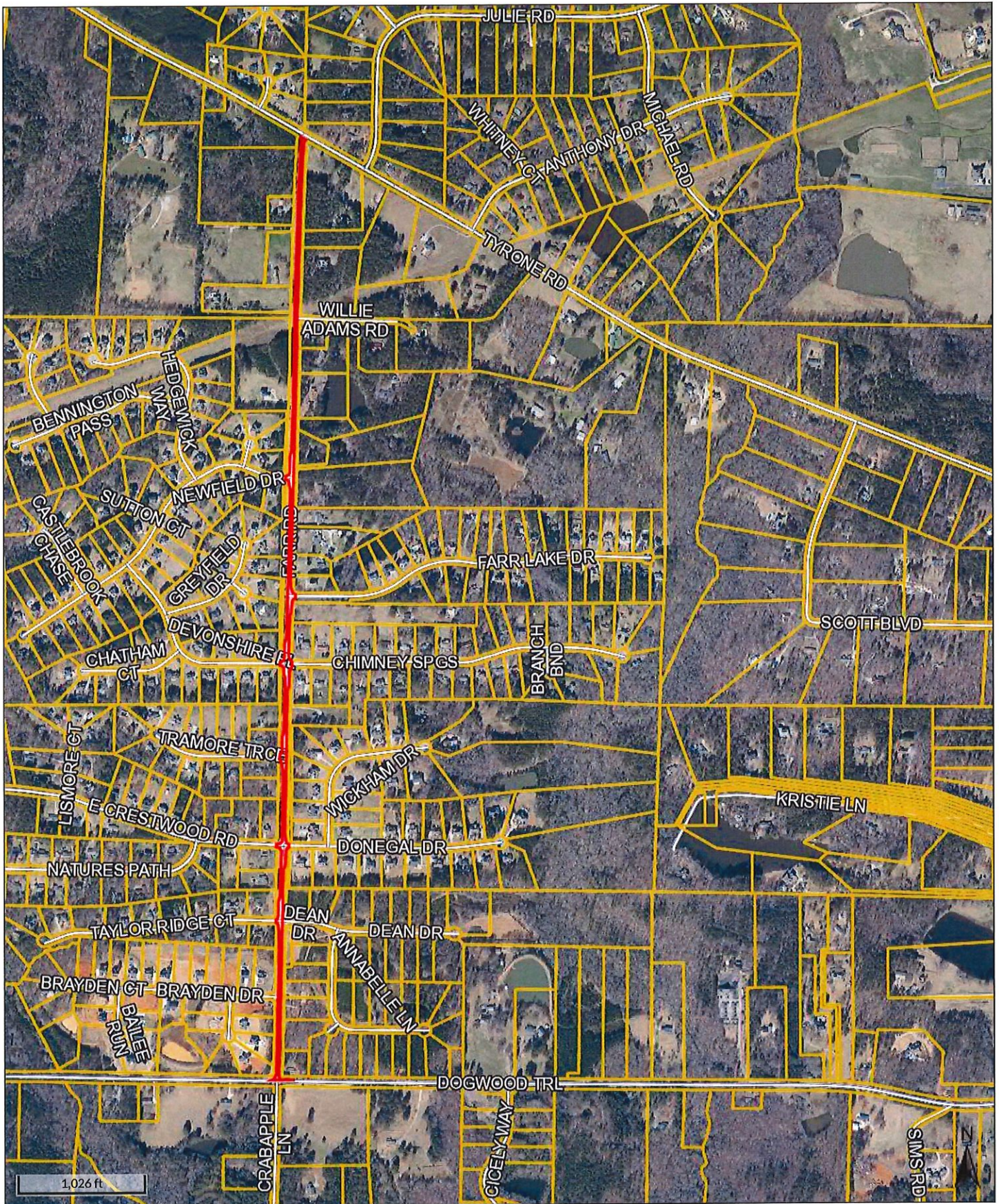
Trail from the existing paving joint near Castlewood Road up to and including the intersection of Regal Oak. All intersections will be paved to back of curves in all directions. Approximately 500 centerline feet along Ashland Trail. Asphalt shall be flush with curb and joints to existing asphalt that is to remain. Areas where curb does not exist, contractor shall grade shoulder as needed to ensure water drains easily off the paved surface. Four 24" thermo stop bars will be required. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.

- d. Ashland Trail – Crimson Ridge to Autumn Trace - A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and overlay of Ashland Trail from the intersection of Crimson Ridge to the intersection of Autumn Trace. All intersections will be paved to back of curves in all directions. Approximately 1000 centerline feet along Ashland Trail. Four 24" thermo stop bars will be required. Areas where curb does not exist, contractor shall grade shoulder as needed to ensure water drains easily off the paved surface. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.
- e. Ashland Trail –Autumn Trace to McDade Street - A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and overlay of Ashland Trail from the Autumn Trace intersection joint from item "d" above to the edge of pavement of McDade Street. Approximately 430 centerline feet along Ashland Trail. One 24" thermo stop bar will be required. Areas where curb does not exist, contractor shall grade shoulder as needed to ensure water drains easily off the paved surface. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.
- f. Carriage Oaks Drive – Entrance to Station 5+50 - A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and overlay of Carriage Oaks Drive from the brick crosswalk at the entrance of Southampton Subdivision for 550 centerline feet. Asphalt shall be flush with curb and joints to existing asphalt that is to remain. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.
- g. Brunswick Drive - A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and overlay of Brunswick Drive from Carriage Oaks to start of curve prior to Millsford Court intersection. Intersections will be paved to back of curves in all directions. Approximately 725 centerline feet along Brunswick Drive. Asphalt shall be flush with curb and joints to existing asphalt that is to remain. One 24" thermo stop bar will be required. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.
- h. Millsford Court - A&E design, permitting, utility coordination, bidding, and construction admin for mill, patch and overlay of Millsford Court from the back of the cul-de-sac to the intersection with Brunswick Drive. Includes the entire intersection at Brunswick Drive. Intersections will be paved to back of curves in all directions. Approximately 185 centerline feet along Millsford Court. Asphalt shall be flush with curb and joints to

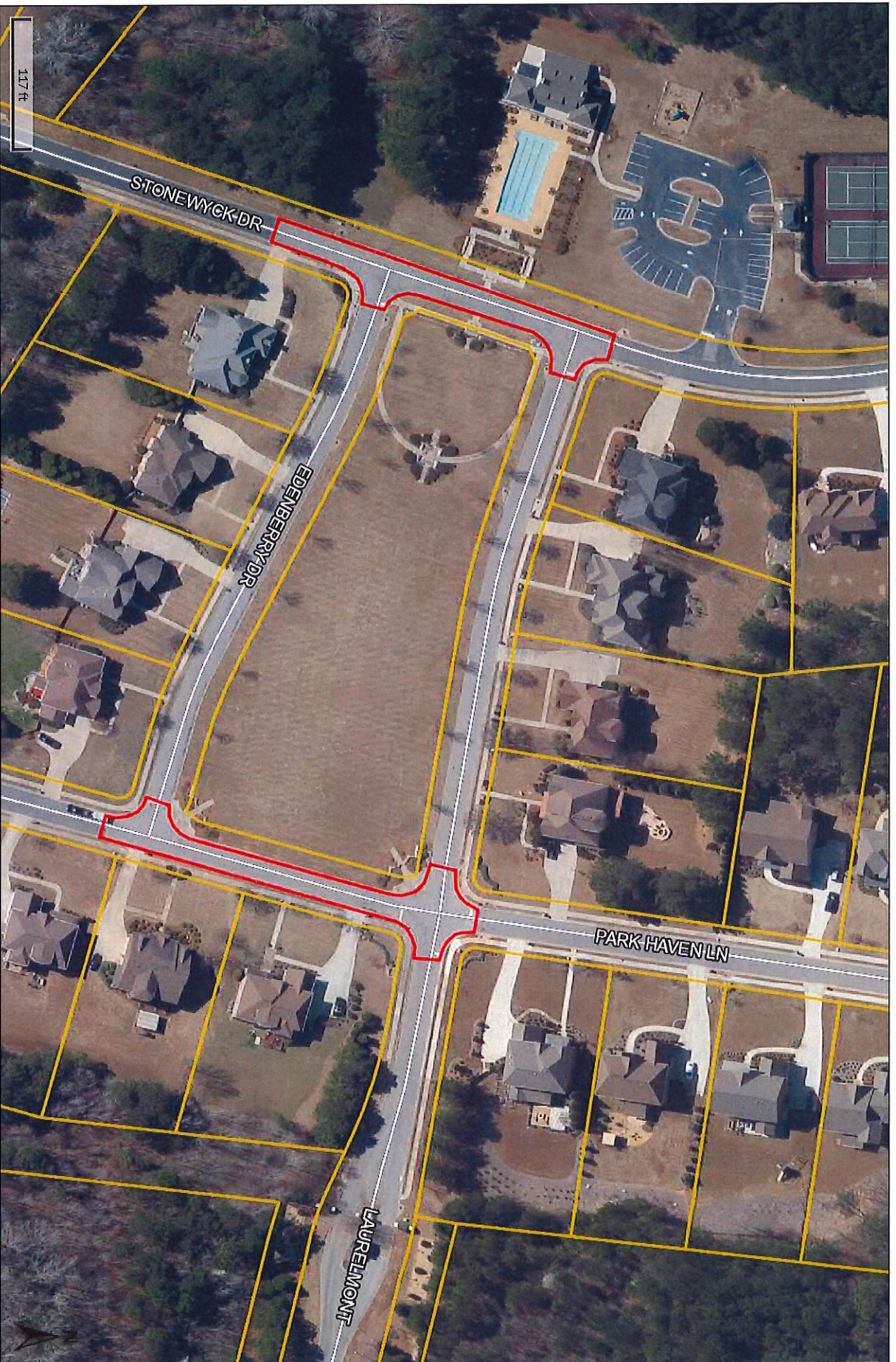
existing asphalt that is to remain. One 24" thermo stop bar will be required. Closing the road to traffic is not permitted. Traffic control will be required. Project design and construction shall conform to GDOT and MUTCD standards.

4. Crabapple/Senoia/Rockwood Intersection Study (completed January 2022)
 - a. Perform Traffic Data Collection including, but not limited to, 24-hour bi-directional vehicle classification on approaches to the intersection, 2-hour peak AM and PM counts including turning counts, and any pedestrian, bike, or cart maneuvers.
 - b. Determine traffic projections for the No Build, opening year and the design year (20 years after opening). Confirm proposed improvements will provide acceptable operation throughout the design life. Growth rate shall be determined based on available historic traffic volume information. The Town shall provide five years of crash data at this intersection.
 - c. Develop preliminary concept plans based on the preliminary investigation of the intersection, improvements proposed, and alternate geometric modifications. Demonstrate the No Build, existing, opening and design year conditions level of services for each concept along with a preliminary construction cost.
 - d. Present concept plans to the Town Manager and staff for discussions. Present concept plans to Council if requested by the Town Manager.
 - e. All work shall use good engineering design standards and guidelines, including but limited to, MUTCD, AASHTO "Green Book", and GDOT standards.
5. Tyrone/Senoia/Palmetto Intersection Study (completed February 2022)
 - a. Perform Traffic Data Collection including, but not limited to, 24-hour bi-directional vehicle classification on approaches to the intersection, 2-hour peak AM and PM counts including turning counts, and any pedestrian, bike, or cart maneuvers.
 - b. Determine traffic projections for the No Build, opening year and the design year (20 years after opening). Confirm proposed improvements will provide acceptable operation throughout the design life. Growth rate shall be determined based on available historic traffic volume information. The Town shall provide five years of crash data at this intersection. The Town will also supply additional studies performed on Tyrone and Palmetto Road (by Fayette County and Private Developer) to be included in the evaluation of the concept improvements and level of service.
 - c. Develop preliminary concept plans based on the preliminary investigation of the intersection, improvements proposed, and alternate geometric modifications. Demonstrate the No Build, existing, opening and design year conditions level of services for each concept along with a preliminary construction cost.
 - d. Present concept plans to the Town Manager and staff for discussions. Present concept plans to Council if requested by the Town Manager.
 - e. All work shall use good engineering design standards and guidelines, including but limited to, MUTCD, AASHTO "Green Book", and GDOT standards.

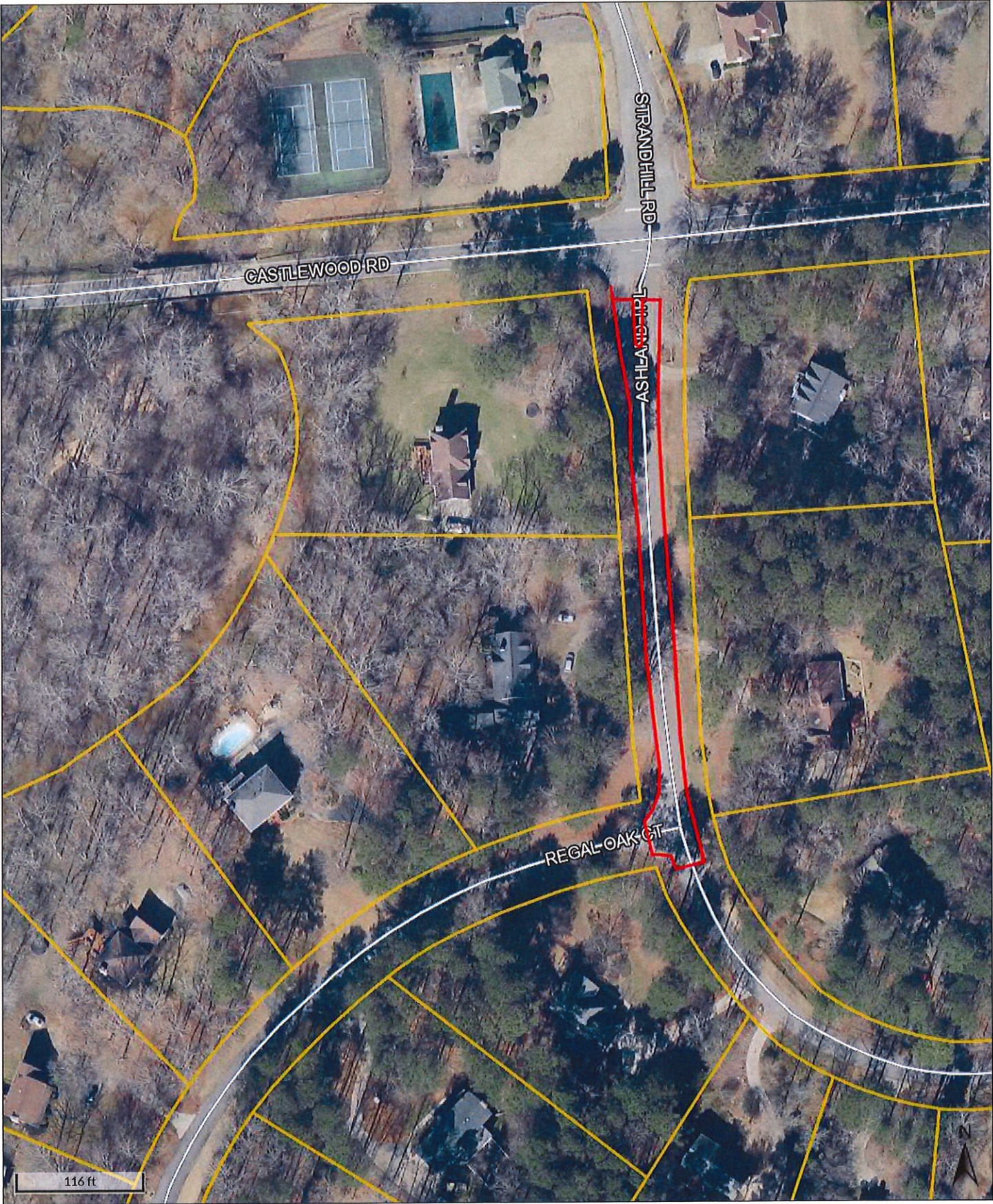
Farr Road (SPLOST)



Tyrone - Park Haven and Stonewyck



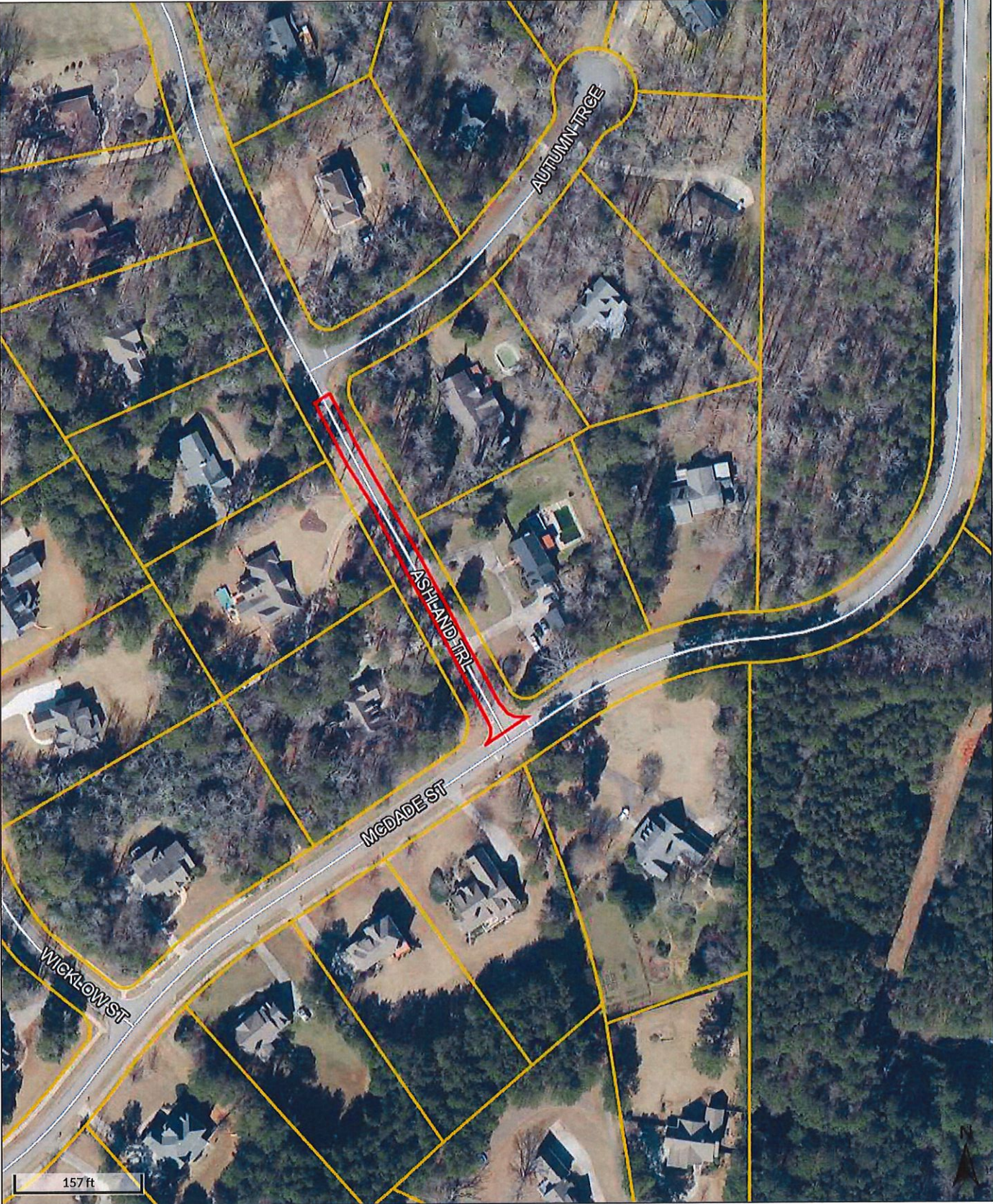
Ashland Trail - Entrance to Regal Oak



Ashland Trail - Crimson Ridge to Autumn Trace



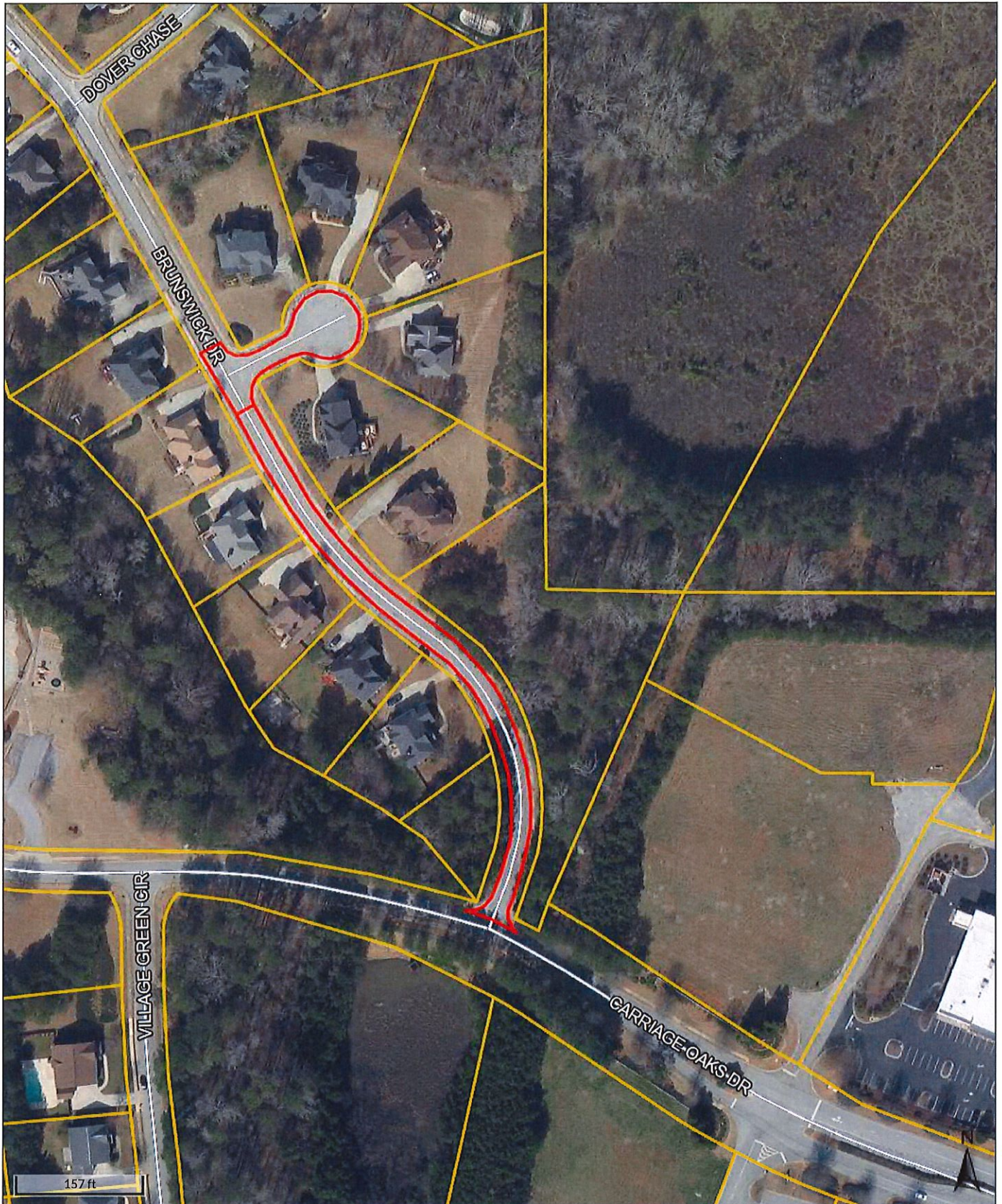
Ashland Trail - Autumn Trace to McDade Street



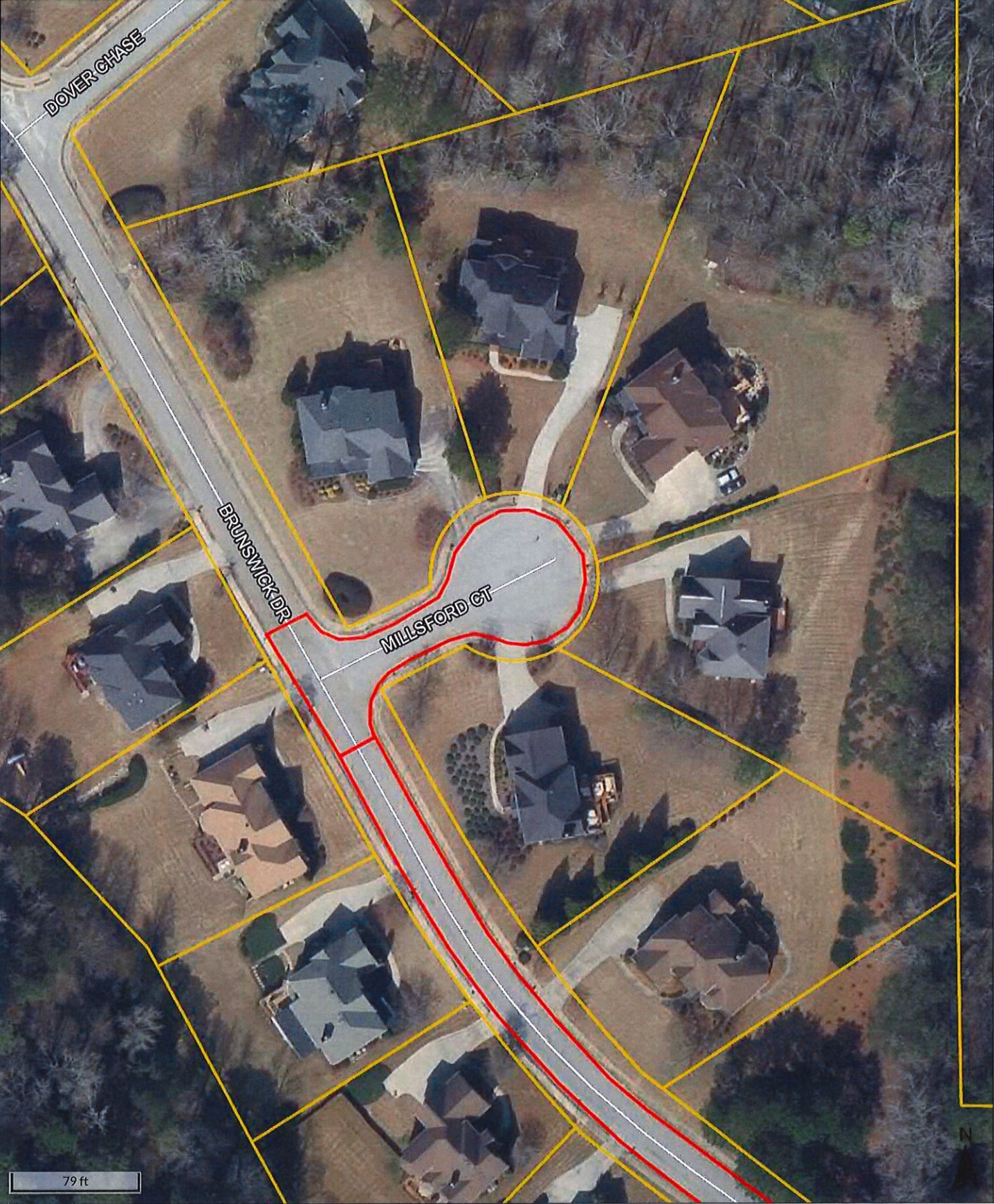
Carriage Oaks



Brunswick Drive and Millsford Court



Millsford Court



APPENDIX B
TRANSPORTATION STUDIES

Project Number: PW-2021-13
Transportation Engineering Services