



CITY OF DAHLONEGA

City Council Meeting Agenda

November 03, 2025, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision - Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Approval of the following documents with the Georgia Department of Transportation (GDOT) regarding the City's 2025 Locally Administered Project (LAP) Recertification with authorization for the Mayor to execute documents in furtherance of same:
Confirmation of Understanding; Adoption of GDOT Procurement Policy; and, LAP Recertification Policy
Mark Buchanan, City Engineer
2. Quote #2915636 from Mason Tractor & Equipment Co., Inc. in the amount of \$79,056.56 for the purchase of a Kubota SLV97-3 (Skid Steer) with Mulch Head attachment
Troy Armstrong, Streets, Parks and Cemeteries Supervisor / Mark Buchanan, City Engineer
3. Quote Q-44024 from Mason Tractor & Equipment Co., Inc. in the amount of \$148,859.90 for the purchase of a Kubota M5 Utility Cab Tractor with Heavy Duty Side Arm attachment
Troy Armstrong, Streets, Parks and Cemeteries Supervisor / Mark Buchanan, City Engineer
4. Professional Services Agreement with Jarrard Water Services, Inc. (JWS) in the amount of \$58,462.80 (\$4,871.90 per month) for consulting services to the Water and Wastewater Departments
Allison Martin, City Manager
5. Agreement for Tourism Development Services with the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. (CVB)
Allison Martin, City Manager

- 6. 2026 Holiday Calendar
Rhonda Hansard, City Clerk

PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

APPROVAL OF MINUTES

- a. Regular Meeting of October 6, 2025
Rhonda Hansard, City Clerk
- b. Public Hearing of October 20, 2025
Rhonda Hansard, City Clerk
- c. Work Session of October 20, 2025
Rhonda Hansard, City Clerk

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

- 1. Community Helping Place Annual Ornament Reveal
Melissa Line, Executive Director
- 2. Recognition of Katy Joy Beller for orchestrating UNG's First Saturday of Service on August 16, 2025
Mark Buchanan, City Engineer

ANNOUNCEMENTS

CITY REPORTS

- 3. September 2025 - Financial Report
Allison Martin, City Manager

ORDINANCES AND RESOLUTIONS

- 4. Rezoning: The Overlook of Dahlonega, LLC, by Warren Welch, applicant, Emerling Resources, LLC, property owner, seeks to rezone 83.505 acres fronting on the south side of Dawsonville Highway (State Route 9/ State Route 52) across from Clay Creek Falls Road (Land Lots 681, 718, 719, 720, 752, and 753, District 12, 1st Section Lumpkin County (Map/Parcels 045/063 and 045/ 066) (550 and 497 Dawsonville Highway) from PUD (Planned Unit Development District) to PUD (Planned Unit Development District). Proposed use: mixed use development (132 detached single-family lots, 136 townhome lots, and 17,000 square feet of commercial building space) (development of regional impact #4518).
Doug Parks, City Attorney
- 5. REZN 25-05 Zoning: Candida Petite, applicant, on behalf of East Cherokee Estates LLC and its subsidiary Dahlonega Carriage House LLC, East Cherokee Estates, the beneficial owner of South Bluff Investments, LLC, property owner, seeks B3 (Historical Business District) zoning for 0.2 acre (Land Lot 985, 12th District, 1st Section, Lumpkin County) (Map/Parcel D11 078) ON 11 Grove St, Dahlonega GA 30533. Current zoning is CBD (Central Business District). Proposed zoning classification: B3
Doug Parks, City Attorney

CONTRACTS AND AGREEMENTS

OTHER ITEMS

- [6.](#) 2026 City Council Meeting Schedule
Rhonda Hansard, City Clerk

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT

Guideline Principles - The City of Dahlonega will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare...for ALL!



City Council Agenda Memo

DATE: 10/8/2025
TITLE: 2025 LAP Recertification Documents
PRESENTED BY: Mark Buchanan, City Engineer
PRIORITY Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

This item is to request execution of 3 documents necessary to complete the city's 2025 Locally Administered Project (LAP) recertification. Being LAP certified allows the city to apply for grants that include the Transportation Alternatives Program (TAP). To date, the City has been guaranteed up to \$5m through TAP and similar programs that require LAP certification. The City's last recertification was in 2022, at which time, these same documents were required. They are the:

1. Confirmation of Understanding. This document provides the city's assurance that certain state and federal procurement requirements are followed for projects receiving specific grant allocations.
2. Adoption of GDOT Procurement Policy. This document is similar in nature, but much more concise than the previous Confirmation of Understanding.
3. LAP Recertification Application. This is the city's execution of the overall 2025 LAP recertification package. The signature location can be found on Page 36. Bear in mind, the two documents listed in 1 and 2 above are currently included in this package in their incomplete and unexecuted state. They are to be replaced following execution.

HISTORY/PAST ACTION

These same documents (or very similar) have been executed in the past by the city for our previous LAP certification and recertifications.

FINANCIAL IMPACT

None directly. However, execution of these documents and the certification that follows opens the door to potentially millions of dollars of grant funds.

RECOMMENDATION

Staff recommends execution by Mayor Taylor of the 3 attached documents.

SUGGESTED MOTIONS

“...motion to approve execution by Mayor Taylor of the 3 attached LAP recertification documents.”

ATTACHMENTS

1. Confirmation of Understanding.
 2. Adoption of GDOT Procurement Policy.
 3. LAP Recertification Application.
-



November 3, 2025

Georgia Department of Transportation
Attn: Spencer Lord, Asst. Chief Procurement Officer-QA Compliance
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

Dear Mr. Lord:

The City of Dahlonega affirms that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands 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.

Confirmation Of Understanding:

City of Dahlonega agrees with and confirms:

- _____ 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.
- _____ 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.
- _____ That **if** it has adopted GDOTs 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 Dahlonega agrees with and confirms that while exceptions may be requested for best practices, exceptions to regulatory requirements will not be considered.





- _____ 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.
- _____ 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.
- _____ 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 Dahlonega agrees with and confirms:

- _____ The understanding of GDOT's prequalification process and its purpose as related to federally funded engineering and design related services.
- _____ 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.
- _____ 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 Dahlonega agrees with and confirms:

- _____ 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.
- _____ 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.



- _____ 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.
- _____ Solicitations will ensure that area classes and scope are related and that there is associated scope for every area class required.
- _____ Area Classes and/or Scope which is not included in the Solicitation prior to its closing are not eligible to be added later.
- _____ 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.
- _____ 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.
- _____ 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).
- _____ 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.
- _____ Each Solicitation will indicate contract and payment types.
- _____ Each Solicitation will include the selection criteria and associated weights in solicitation.
- _____ 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.
- _____ 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.
- _____ 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).
- _____ 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 Dahlonega agrees with and confirms:

- _____ It has published the solicitation as required by state law to the Georgia Procurement Registry.
- _____ 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)).
- _____ If adopting GDOT policies and procedures, it understands posting requirements of GDOT.
- _____ That all posting requirements will be met.
- _____ 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.
- _____ 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 Dahlonega agrees with and confirms:

- _____ It understands the role and responsibilities of the Selection Committee.
- _____ All members of the selection committee are qualified as per FAR 36.602-2
- _____ All selection committee members have been provided with training and instructions on how to provide scores and comments.
- _____ Evaluations will be conducted in two (2) phases.
- _____ Phase 1 evaluations will result in the shortlist to begin Phase 2.
- _____ 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.
- _____ 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.



_____ 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 Dahlonega agrees with and confirms:

- _____ Professional services contracts and Consultant Services Contracts are to be procured as specified in the Federal Brooks Act, 40 U.S.C 1104(a).
- _____ It can provide the scope of the contract and a supporting task list to start negotiations.
- _____ 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.
- _____ 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.
- _____ 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.
- _____ 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.
- _____ Understanding of the different elements which may require negotiations.
- _____ 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 Dahlonega agrees with and confirms:





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

Contract Administration 23 CFR 172.9

City of Dahlonega agrees with and confirms:

- _____ All contract provisions have been included in the contract in accordance with 23 CFR 172.9(c).
- _____ The understanding and compliance with assigning a **Responsible Charge** who is a fulltime, government employee - 23 CFR 172.9(d).
- _____ 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.
- _____ 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.
- _____ Any modifications will be negotiated in the same manner and formality as the original agreements.
- _____ 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.
- _____ 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 Dahlonega agrees with and confirms:

- _____ 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).



Explore and Enjoy Our Heritage

Approved this ____ day of _____, 2025.

JoAnne Taylor, Mayor

ATTEST:

Rhonda P. Hansard, City Clerk

[SEAL]





November 3, 2025

Department of Transportation
Attn: Spencer Lord, Asst. Chief Procurement Officer-QA Compliance Office of Procurement
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

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

Dear Mr. Lord:

The City of Dahlonega will adopt the Georgia Department of Transportation Procurement Policy For The Procurement, Management and Administration of Engineering and Design Related Consultant Services. The City of Dahlonega 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 of Dahlonega agrees to and acknowledges the following:

1. The City of Dahlonega 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:

Brittany Lee

Allison Martin
2. Personnel listed of the City of Dahlonega involved have read and understands 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. The City of Dahlonega understands that only the above listed personnel have been certified to participate in in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.
4. The City of Dahlonega 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.





Explore and Enjoy Our Heritage

5. The City of Dahlonaga 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. The City of Dahlonaga has not 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.

Approved this ____ day of _____, 2025.

JoAnne Taylor, Mayor

ATTEST:

Rhonda P. Hansard, City Clerk

[SEAL]



Local Administered Project Re-Certification



Georgia Department of Transportation

Local Administered Projects

Re-Certification

The Georgia Department of Transportation (GDOT) has developed a Local Administered Projects (LAP) re-certification process to ensure the resource capacity and ability of the Local Public Agency (LPA) to successfully manage, administer and execute the policies and procedures for Federal and State compliance in order to receive federal funding participation. It is an opportunity for GDOT and the Local Public Agency to evaluate their partnership.

The LAP Re-certification application will be used to determine if Local Public Agencies will remain qualified to administer federal-aid projects. The GDOT serves as the prime recipient of federal transportation funds. In accordance with 23 Code of Federal Regulation Part 635.105, GDOT is the supervising agency; as such, it is responsible for authorizing performance of the work by the Local Agency on all Federal-aid projects. Each Local Agency is required to recertify after a period of five years. Each local Agency is also required to take the following training and submit a certificate of completion: Local Administered Projects Training, Right-of-Way Acquisition Training for LAPs, Title VI Training, Project Development Process Training, and Engineering and Design Procurement Training. Please complete the questions provided in this application to ensure a complete review of submitted materials.

If you have any questions about the application, please contact the Office of Program Control at 404-631-1830. For additional information please visit the [LAP Program website](#).

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Acronyms

AASHTO – American Association of State Highway and Transportation Officials
(<http://www.transportation.org>)

ADA – Americans with Disabilities Act

ASNT – American Society of Nondestructive Testing

CA – Certification Acceptance

CFR – Code of Federal Regulations

CWP – (GDOT) Construction Work Program

FFPR – (GDOT) Final Field Plan Review

FHWA – Federal Highway Administration (<http://www.fhwa.dot.gov>)

FRA – Federal Railroad Administration (<http://www.fra.dot.gov/>)

GDOT – Georgia Department of Transportation (<http://www.dot.ga.gov>)

GRTA – Georgia Regional Transportation Authority (<http://www.grta.org/>)

LAP – Local Administered Project

LPA/LG – Local Public Agency/Local Government

MPO – Metropolitan Planning Organization

MUTCD – Manual on Uniform Traffic Control Devices (FHWA)

NHS – National Highway System

OCGA – Official Code of Georgia (<http://www.lexisnexis.com/hottopics/gacode/Default.asp>)

OES – (GDOT) Office of Environmental Services

OMAT – (GDOT) Office of Materials and Testing

PCI – Precast-Prestressed Concrete Inspection

PDP – (GDOT) Plan Development Process

PE – Preliminary Engineering

PFPR – Preliminary Field Plan Review

QPL – (GDOT) Qualified Products List

ROW – Right-of-Way

RTT – Roadway Testing Technician as certified by GDOT

SRTA – State Road and Tollway Authority

STI – GDOT Sampling, Testing and Inspection Manual which is located on the GDOT website under “The Source”.

STIP – State Transportation Improvement Plan.

SWTP – Statewide Transportation Plan (<http://www.dot.ga.gov/IS/SSTP#tab-2>)

TIP – Transportation Improvement Program

TMOS- Testing Management Operations Supervisor

UAM – (GDOT) Utility Accommodation Policy and Standards Manual.

http://www.dot.ga.gov/PartnerSmart/utilities/Documents/2016_UAM.pdf

VT – Verification Testing

Certification Applications

1. Full Certification Acceptance (CA) Status

This status delegates some or all authority to a qualified local agency for approving project development and construction administration.

Required Training for Certification

Note: Participants who receive a training certificate in 2025, will be required every five years moving forward. Participants who receive certificates prior to 2025, will need to take the training course again 3 years from receipt of the training certificate.

The following courses will be required every 5 years for certification and re-certification:

- Local Administered Projects Training
- Plan Development Process Training
- Right-of-Way Acquisition for Local Public Agencies Training
- Title VI/ADA Training
- Engineering and Design Procurement Training

Documents to be Submitted

See Attachment 1

Templates can be found on the [LAP Webpage](#)

- Organizational Chart (update chart that identifies by name and title/position of non-consultant staff that will participate in LAP certification)
- Copy of all five (5) Training Certificates
- Title VI Plan or Non-Discrimination Agreement with Assurance
- Procurement Policy Template Letter of Agreement

LAP Re-Certification Information

Date: 9/2025
11/3/2025

Agency Name: City of Dahlonega

GDOT District: District 1 Congressional District: District 7

Interview Conducted By (GDOT) Name: Elizabeth C. Johnson, MBA

Title: D1 Planning & Programming Liaison

Agency Representative (Local) Name: Mark Buchanan, PE

Title: City Engineer & Public Works Director

How Long in Current Position? 10 years 8 months

Phone Number: 706-482-2712 Fax Number: 706-864-4837

Email Address: mbuchanan@dahlonega.gov

Street Address: 465 Riley Road

City: Dahlonega

State: GA County: Lumpkin Zip Code: 30533

Alternate Agency Full-time Representative (Local) Name: Allison Martin

Title: City Manager

How Long in Current Position? 2 years 11 months

Phone Number: 706-482-2706 Fax Number: 706-864-4837

Email Address: amartin@dahlonega.gov

Local Administered Projects Responsible Charge Worksheet

List the name and title responsible for the following functions. Only list Non-Consultant staff positions within your organization. (Attach the most current organizational chart. Each person must have a training certificate applicable for their role as it applies the LAP Program. If the LPA has any name/title changes, a compliance plan along with an updated organization chart must be submitted within 30 days. If not, then the LPA will be viewed as non-compliant and may lose their LAP certification status.) See Attachment 2 for Organization Chart

Compliance Plan can be found on the [LAP Webpage](#). See Attachment 1 for Certificates

Statewide Transportation Improvement Program: Mark Buchanan

Selection of Annual Program: Mark Buchanan

Location/Design Approval: Mark Buchanan

Environmental Documents: Mark Buchanan

PS&E Approval: Mark Buchanan

Tied Bids: Allison Martin

Approval of Materials Sources: Mark Buchanan

Construction Administration: Mark Buchanan

Construction Inspection: Chris York

Acceptance Sampling/Testing: GDOT

Change Orders: Mark Buchanan

Project Files: Melanie Jones/Chris York (construction)

OEO Interviews/Monitoring: Chris York

Training Goal Attainment: Allison Martin

DBE Compliance/Monitoring: Chris York

Utility Certification: Mark Buchanan

Row Certification: Mark Buchanan

Consultants

For what areas does the agency expect to use consultants?

X ☐ Environmental

X ☐ Design

X ☐ PS&E Preparation

X ☐ Right-of-Way Appraisal

X ☐ Right-of-Way Negotiation

 ☐ Utilities

X ☐ Right-of-Way Relocation

X ☐ Construction Administration

X ☐ Construction Inspection

X ☐ Surveying

X ☐ Sampling and Testing

Section A - Title VI - Civil Rights Performance & Assessment Questionnaire

Note: Title VI Non-Discrimination Agreements must be submitted once **EVERY** year.

1. Do you have a Title VI Policy, Title VI Notice to the Public, Title VI Assurances and Title VI Plan or non-discrimination agreement in place? Provide proof of your Title VI policy (via web or printed materials)

Yes. See Attachment 3.

2. Please provide a copy of your Title VI complaint procedure for discrimination complaints? What extent is the community aware of it?

Procedure is attached. See Attachment 4. A document link to the procedure is also available on the City Website or via direct call to City Hall.

<https://dahlonega.gov/wp-content/uploads/2024/09/April-2025-ADA-Transition-Dahlonega.pdf> (pdf pages 16 & 17)

3. Have you received any Title VI related complaints during the past two years? If so, how many? (Please attach the complaint form) What were the outcomes? Where there any Title VI complaints lodged by beneficiaries or participants? If so, explain the issues involved.

None

4. What is the name and title of the person who attended the GDOT Title VI training? Please provide the date and a copy of the training certificate?

Sarah Waters, 4/8/2025, Copy of Certificate is attached.

Mark Buchanan, 2/4/2025, Copy of Certificate is attached.

Allison Martin, 6/10/25, Copy of Certificate is attached.

See Attachment 5.

5. Are minority members of the community invited to participate in public hearings? If yes, how do you identify potential EJ groups? How do you ensure they attend? If not, what measures have been taken to ensure public participation in public hearings?

Public hearings were not required for our last project, however, public outreach was performed and advertised to all members within the community, minorities included, by way of newspaper, website and social media. All community members, including minorities, were invited to participate via any of these methods or during public outreach performed during advertised City Council Meetings. Samples of announcements in City Council Meetings are in Attachment 6.

6. Are DBE goals being monitored, included and met for contracts on a programmatic level? If yes, please provide a brief explanation. If not, what provisions have been taken to monitor and meet them?

Yes. Goals are monitored. Documentation of DBE inclusion is required and shown in bid documents and verified throughout construction via further documentation and field interviews.

7. Are minority contractors and subcontractors being informed about contracting opportunities with your organization? If yes, provide proof of contracting opportunities to minority contractors. If not, what provisions have been taken to inform minority contractors of contracting opportunities?

Yes. Opportunities are advertised via local newspapers, websites, and GA DOAS.

8. Are Appendix A of the Title VI assurances and the FHWA 1273 being included in all contracts, subcontracts, and material supply agreements? Provide a sample contract of the inclusion of Appendix A of the Title VI Assurances & FHWA 1273.

Yes. Sample contract attached. See Attachment 7.

Section B - Environmental Questionnaire

1. How many types of Environmental Documents listed below are active under development?
0 Programmatic Categorical Exclusions (PCE – approved by GDOT)
0 Categorical Exclusions (CE – approved by FHWA)
0 Environmental Assessments/Findings of No Significant Impact (EA/FONSI – approved by FHWA)
0 Environmental Impact Statement (EIS – approved by FHWA)

2. How many of the following environmental document types were approved during the past five years?
1 Programmatic Categorical Exclusions (PCE – approved by GDOT)
0 Categorical Exclusions (CE – approved by FHWA)
0 Environmental Assessments/Findings of No Significant Impact (EA/FONSI – approved by FHWA)
0 Environmental Impact Statement (EIS – approved by FHWA)

3. For each document type noted above, what was the average number of review cycles required with GDOT staff to receive NEPA approval or submittal to FHWA? (A cycle is considered each time comments are received without GDOT approval or forwarding to FHWA.)
2 PCE CEs EA/FONSI EIS

4. For the approved documents noted in #2 above, how many approvals were received?
1 On schedule or ahead of schedule as per the approved schedule required by the Project Framework Agreement
 After the baseline schedule deadline and less than 3 months late
 After the baseline schedule deadline and between 3 and 6 months late
 After the baseline schedule deadline and between 6 and 12 months late
 After the baseline schedule deadline and more than 12 months late

Please describe the specific reasons for the approval delays noted above. Use additional sheets as necessary.

No delays

5. List any and all public involvement methods utilized during the environmental process. Use additional sheets as necessary.

Public outreach was performed and advertised to all members of the community by way of newspaper, website, and social media.

All community members were invited to participate via any of these methods or during the public outreach performed during advertised City Council Meetings. Samples of announcements in City Council Meetings are in Attachment 6.

6. How many applications were submitted by the LPA for approval by the Army Corps of Engineers (USACE) and/or Georgia Department of Natural Resources, Environmental Protection Division (EPD)?

1 Section 404 Permits from USACE Individual Regional X Nationwide

1 Stream Buffer Variances from Georgia Environmental Protection Division (EPD)

7. For each permit type noted above, what was the average number of review cycles required with GDOT staff for submittal to the Army Corps or EPD? (A cycle is considered each time comments are received from GDOT without forwarding to the Corps or EPD.)

2 Section 404 Permit from USACE Individual Regional X Nationwide

2 Stream Buffer Variances from Georgia Environmental Protection Division (EPD)

8. For the approved permits noted in #7 above, how many approvals were received?

1 11 or more weeks prior to the GDOT baseline let date

1 5-11 weeks prior to the GDOT baseline let date

 After 5 weeks prior to the GDOT baseline let date

Please describe the specific reasons for the approval delays noted above. Use additional sheets as necessary.

No delays

9. Please describe any improvements that your agency or GDOT can implement to improve the delivery of environmental approvals or permits. Use additional sheets as necessary.

None to note at this time.

Section C - Right of Way Questionnaire

1. Any consultant CONTRACTED for negotiation services for the acquisition of right of way for the County/City must either: N/A

☐ Hold an active Real Estate license in the State of Georgia or
☐ Hold an active Real Estate broker's license in the State of Georgia or
☐ Be identified as an exception under OCGA 43-40-29

2. Any contracted CONSULTANT for negotiation services or staff negotiator performing negotiation services must have attended the GDOT/FHWA training class every 5 years and hold an active certificate. Provide a copy of the certificate. N/A

3. Please describe your quality assurance and quality control methods to manage the ROW in the following areas:

- a. ROW Project Activity Milestone Delivery: (i.e. schedule development and management recovery) N/A

- b. ROW Project Budget (i.e. development, monitoring and overruns) N/A

- c. ROW Project Risks associated with adhering to scope, schedule and budget (i.e. mitigation plan) N/A

- d. ROW Consultant Services (i.e. development and monitoring) when applicable N/A

4. Identify the responsible party and title of staff certifying ROW.
 Mark Buchanan, PE, City of Dahlonega, City Engineer & Public Works Director
 PI# 0016629 did receive a ROW Certification Letter from GDOT.
 See Attachment 1.

5. Has your LPA received any non-compliance letters or corrective actions? If yes, explain?

No

6. Who performed the Right of Way Acquisition services? (Please check all that apply)

____ Staff

N/A

____ Consultants

Section D - Utility Division Questionnaire

Local Utility Compliance

1. Name and Title of individual or individuals that will be or have been responsible for Utility Coordination work.

Mark Buchanan, PE, City Engineer & Public Works Director

Ron Simmons, City Water Distribution and Sewer Collection Supervisor

2. In brief and concise sentences, please describe your knowledge of the GDOT's Utility Accommodation Policies and Standards Manual in relation to the Utility Coordination work on projects (use additional sheets).

The manual is on hand for review. As well, the City employs three DOT retirees with over 90 years combined experience.

3. In brief and concise sentences, please describe your work experiences that demonstrate your ability to coordinate with utilities during the preconstruction phase on transportation projects (use additional sheets).

In preparation of previous projects (some that did not come to completion), I was required to complete utility certification for all existing suppliers, including those for water, sewer, data, power and gas. While some were no conflict, others required modifications and were successfully completed in accordance with GDOT requirements.

4. In brief and concise sentences, please describe your ability to provide professional engineering services necessary to ensure utility impacts do not delay the project schedule on both the preconstruction phase or construction phase (use additional sheets).

Both personally and as an organization, I and the City have successfully implemented utility relocations. All utility conflicts will be addressed in the design documents of the PE phase.

Section E - Construction Division Questionnaire

Note: If you are utilizing consultants, they must be GDOT certified.

Please answer the following questions for your 3 most recent Federal-Aid projects

Project 1 **PI#** 0016629

Bidding, Letting & Award Compliance

1. What was the date of initial authorization of construction funds?
8/6/2024

2. What was the date of advertisement for the letting and how long was it advertised?
11/6/2024 until 12/11/2024

3. What was the name(s) of the newspaper/publication in which the project was advertised?
11/6/24 & 11/13/2024 in the Dahlonega Nugget newspaper, City of Dahlonega Website, and the Georgia Procurement Registry

4. How many bids were accepted? How many bids were rejected? What was the reason for the rejection?
Two bids were accepted. Neither was rejected.

5. Explain the process for evaluating bids. Was the lowest bidder awarded the project? If not, please provide documentation supporting the Local Government's reason(s) for not awarding to lowest bidder. (i.e. Responsive or Un-Balanced Bids, etc.).
The lowest bidder was awarded the project.

6. Were performance/payment bonds received? Yes

7. When was the project awarded to the low bid contractor (date)?
Notice of Award was 2/6/2025.

8. When was the Notice to Proceed issued to the contractor (date) and was it more than 270 days from GDOT authorization?
4/25/25, GDOT conference letter was 1/15/25, less than 270 days.

9. Was a preconstruction conference held? If so, please provide documentation of the meeting. If not, please provide justification for not conducting?
Yes. See Attachment 9.

DBE Goals

What was the DBE Goal for the Project? 8%

Who were the DBE subcontractors? Safety Signal Co., Jake Martin and Sons, GTG Traffic Signals, Lagniappe Construction and Materials

Was the DBE goal met? Explain? Project still in construction

If so, what was the final goal? Project still in construction

If not, what was the final participation amount and reason(s) for not meeting the Goal?
N/A

Construction Process

Please provide a copy of the Construction Agreement between the local government and the contractor for the Department to review See Attachment 10.

Specification Compliance

Provide a project description.

The Project consists of constructing a pedestrian bridge and sidewalk improvements on SR9/SR60 from SR60BU to North of Yahoola Creek.

Please describe major items of work.

Pedestrian Bridge
Sidewalk with curb and gutter and retaining/parapet walls

What was the specification section numbers used for major work items listed above?

Pedestrian Bridge - Concrete Structures 500, Steel Structures 501, Reinforcement Steel 511, Caisson 524, Bridge 534, Piling in Place, Steel H 520
Sidewalk - Curb and Gutter 441, Retaining wall 500

Schedule

Was the project completed on time by the date provided in the construction agreement?

Construction is in process at the time of 2025 LAP Recertification submission

Was the Project ever greater than 15% behind schedule overall? N/A

If so, please provide details including, but not limited to, percent behind schedule, reasons for not meeting schedule, actions taken to remedy, etc.

Please provide a copy of the QA agreement/OMAT-LAP Form (current version). Was the form signing date before or after NTP?

See Attachment 11. Before, the NTP to contractor date is 4/25/25. The OMAT-LAP Form is dated 5/5/24.

Measurements & Payments (Change Orders and Claims, etc.)

How was measurement and payment made and documented for the Project?

Pay items were field measured and documented on DOT Form 627's.

Were the quantities verified or approved by the Department within the time specified in the agreement, if no please explain? Yes

Were there any payments that weren't prompt? No

Project Close-out

Was a closing conference held? N/A

Was a final inspection held? N/A

Was a Punch List developed? If so, please provide a copy. N/A

Materials Certificate date? N/A

Were any issues noted on the materials certificate? N/A

Was there a requirement for a Disposition Form for substandard materials or work? If so what was not to standard? N/A

Note: If issues were noted a disposition is required (please attach disposition if this applies). Letters of disposition will not substitute for missing tests across the board.

When was Final Acceptance granted by the Department? N/A

What was the amount of time from the date of work complete/time stop to the Final Acceptance date? If greater than 6 months, please provide reason(s).

N/A

Project 2 **PI#** 0010681

Bidding, Letting & Award Compliance

1. What was the date of initial authorization of construction funds?
6/6/2017
2. What was the date of advertisement for the letting and how long was it advertised?
6/28/2017 through 7/19/2017
3. What was the name(s) of the newspaper/publication in which the project was advertised?
The Dahlonega Nugget
City of Dahlonega Website 6/28/2017 through 8/4/2017
4. How many bids were accepted? How many bids were rejected? What was the reason for the rejection?
3 bids were accepted.
0 bids were rejected.
5. Explain the process for evaluating bids. Was the lowest bidder awarded the project? If not, please provide documentation supporting the Local Government's reason(s) for not awarding to lowest bidder. (i.e. Responsive or Un-Balanced Bids, etc.).
The lowest bidder was awarded the project.
6. Were performance/payment bonds received? Yes
7. When was the project awarded to the low bid contractor (date)?
8/30/2017
8. When was the Notice to Proceed issued to the contractor (date) and was it more than 270 days from GDOT authorization?
8/30/2017, No
9. Was a preconstruction conference held? If so, please provide documentation of the meeting. If not, please provide justification for not conducting?
9/21/2017
Copy of the Preconstruction Conference is provided as Attachment 12.

DBE Goals

What was the DBE Goal for the Project? 5%

Who were the DBE subcontractors? Highway Services, Jake Martin & Sons

Was the DBE goal met? Explain? Yes. DBE paid 5.858%

If so, what was the final goal? 5.858%

If not, what was the final participation amount and reason(s) for not meeting the Goal?

N/A

Construction Process

Please provide a copy of the Construction Agreement between the local government and GDOT for review. See Attachment 13.

Specification Compliance

Provide a project description.

South Chestatee Street CS 522/Choice Street to CS 530/South Church Street

Please describe major items of work.

Construction of new sidewalk, curb, and gutter, retaining wall and resurfacing

What were the specification section numbers used for major work items listed above?

Concrete sidewalk, curb, and gutter, Section 441

Retaining wall, Section 500

Resurfacing, Section 402

Schedule

Was the project completed on time by the date provided in the construction agreement?

Yes

Was the Project ever greater than 15% behind schedule overall? No

If so, please provide details including, but not limited to, percent behind schedule, reasons for not meeting schedule, actions taken to remedy, etc.

N/A

If so, what was the final goal? N/A

If not, what was the final participation amount and reason(s) for not meeting the Goal?

N/A

Construction Process

Please provide a copy of the Construction Agreement between the local government and GDOT for review. See Attachment 13.

Specification Compliance

Provide a project description.

South Chestatee Street CS 522/Choice Street to CS 530/South Church Street

Please describe major items of work.

Construction of new sidewalk, curb, and gutter, retaining wall and resurfacing

What were the specification section numbers used for major work items listed above?

Concrete sidewalk, curb, and gutter, Section 441

Retaining wall, Section 500 Resurfacing, Section 402

Schedule

Was the project completed on time by the date provided in the construction agreement?

Yes

Was the Project ever greater than 15% behind schedule overall? No

If so, please provide details including, but not limited to, percent behind schedule, reasons for not meeting schedule, actions taken to remedy, etc.

N/A

Please provide a copy of the QA agreement/OMAT-LAP Form (current version). Was the form signing date before or after NTP?

See Attachment 14, The OMAT-LAP form for this project was signed before the NTP.

Measurements & Payments (Change Orders and Claims, etc.)

How was measurement and payment made and documented for the Project?

Pay items were field measured and documented on DOT Form 627's.

Were the quantities verified or approved by the Department within the time specified in the agreement, if no please explain? Yes

Were there any payments that weren't prompt? No

Project Close-out

Was a closing conference held? Yes

Was a final inspection held? Yes

Was a Punch List developed? If so, please provide a copy. No. Final Inspection w/ no punch list See Attachment 15.

Materials Certificate date? 1/16/2019

Were any issues noted on the materials certificate? No

Was there a requirement for a Disposition Form for substandard materials or work? If so what was not to standard? No

Note: If issues were noted a disposition is required (please attach disposition if this applies). Letters of disposition will not substitute for missing tests across the board.

When was Final Acceptance granted by the Department? 1/16/2019

What was the amount of time from the date of work complete/time stop to the Final Acceptance date? If greater than 6 months, please provide reason(s).

Not greater than 6 months

Project 3 **PI#** N/A

Bidding, Letting & Award Compliance

1. What was the date of initial authorization of construction funds?

2. What was the date of advertisement for the letting and how long was it advertised?

3. What was the name(s) of the newspaper/publication in which the project was advertised?

4. How many bids were accepted? How many bids were rejected? What was the reason for the rejection?

5. Explain the process for evaluating bids. Was the lowest bidder awarded the project? If not, please provide documentation supporting the Local Government's reason(s) for not awarding to lowest bidder. (i.e. Responsive or Un-Balanced Bids, etc.).

6. Were performance/payment bonds received? _____

7. When was the project awarded to the low bid contractor (date)?

8. When was the Notice to Proceed issued to the contractor (date) and was it more than 270 days from GDOT authorization?

9. Was a preconstruction conference held? If so, please provide documentation of the meeting. If not, please provide justification for not conducting?

DBE Goals

What was the DBE Goal for the Project? _____

Who were the DBE subcontractors? _____

Was the DBE goal met? Explain? _____

If so, what was the final goal? _____

If not, what was the final participation amount and reason(s) for not meeting the Goal?

Construction Process

Please provide a copy of the Construction Agreement between the local government and the contractor for the Department to review

Specification Compliance

Provide a project description.

Please describe major items of work.

What were the specification section numbers used for major work items listed above?

Schedule

Was the project completed on time by the date provided in the construction agreement?

Was the Project ever greater than 15% behind schedule overall? _____

If so, please provide details including, but not limited to, percent behind schedule, reasons for not meeting schedule, actions taken to remedy, etc.

Please provide a copy of the QA agreement/OMAT-LAP Form (current version). Was the form signing date before or after NTP?

Measurements & Payments (Change Orders and Claims, etc.)

How was measurement and payment made and documented for the Project?

Were the quantities verified or approved by the Department within the time specified in the agreement, if no please explain? _____

Were there any payments that weren't prompt? _____

Project Close-out

Was a closing conference held? _____

Was a final inspection held? _____

Was a Punch List developed? If so, please provide a copy. _____

Materials Certificate date? _____

Were any issues noted on the materials certificate? _____

Was there a requirement for a Disposition Form for substandard materials or work? If so what was not to standard? _____

Note: If issues were noted a disposition is required (please attach disposition if this applies). Letters of disposition will not substitute for missing tests across the board.

When was Final Acceptance granted by the Department? _____

What was the amount of time from the date of work complete/time stop to the Final Acceptance date? If greater than 6 months, please provide reason(s).

Section F - Procurement of Engineering and Design Related Services

Questionnaire

Please answer the following questions specific to “Procurement, Management, and Administration of Engineering and Design Related Services” for Federal-Aid projects to enable the Department to determine compliance with 23 CFR 172.

Note: Procurement will not be approved unless training has been completed. All staff involved in the procurement process **must** attend training.

Review the following information that pertains to this application prior to LPA submission:

- Any person(s) responsible for the solicitation, facilitating Evaluations, Negotiations and Contract Management must attend and pass the Procurement training.
- Documentation must only be submitted through the appropriate channels once training for all persons responsible is attended and passed. Procurement will not answer any LPA’s questions regarding language, submittal of documentation, or any other Procurement questions until this requirement is satisfied.
- The application will be used to review the LPA’s policy and knowledge of the process, and all attachments are required with application. Incomplete applications will not be reviewed.
- If the LPA intends to adopt GDOT’s Procurement Policy, review the additional resources section on the LAP webpage for documentation.
- If the LPA intends to adopt their own policy or will adopt the GDOT policy with exceptions, those must be included in the attachments with this application. Submission of the policy and/or exceptions does not automatically indicate approval from GDOT and they are subject to final GDOT review and approval.

1. Have all persons responsible for the solicitation, facilitation of Evaluations, Negotiations, and Contract Management attended and passed the required Procurement Training?

- ☒ Yes
☐ No

2. List all staff (names and titles) responsible for the solicitation, facilitation of Evaluations, Negotiations, and Contract Management that have taken the Procurement class and provide class completion dates. Provide a copy of the certificate(s) as an attachment. Expired or illegible certificates will not be accepted and will require resubmission. A table is provided below for the required information (except for the certificates). If more room is needed, the LPA may attach a list that contains the same information as an attachment to this application.

See Attachment 16.

Name	Title	Class Completion Date	Certificate Attached
Brittany Lee	Purchasing Agent	6/11/2025	☒ Yes
Allison Martin	City Manager	9/24/2025	☒ Yes
			☐ Yes
			☐ Yes
			☐ Yes
			☐ Yes
			☐ Yes
			☐ Yes
			☐ Yes
			☐ Yes

3. Has the LPA conducted any procurements for engineering and design services for contracts to be funded with Federal Aid Highway Program funds within the past five years? If yes, proceed to question 4. If no, proceed to question 8.

- ☒ Yes
☐ No

4. **Note: If you answered No to question 3, proceed to question 8.**

List all procurements conducted for engineering and design services for contracts that were funded with Federal Aid Highway Program funds within the past five years. List procurements from oldest to newest in the table below. If more room is needed, the LPA may attach a list that contains the same information as an attachment to this application.

Solicitation Name	GPR Link	Awarded?
0016629	https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-69315-NONST-2025-000000007&sourceSystemType=gpr20	☒ Yes
		☐ Yes
		☐ Yes
		☐ Yes
		☐ Yes
		☐ Yes
		☐ Yes

Solicitation Name	GPR Link	Awarded?
		☐ Yes
		☐ Yes
		☐ Yes
		☐ Yes
		☐ Yes
		☐ Yes
		☐ Yes
		☐ Yes

5. For the three (or less if there were fewer than three) most recent procurements in the table (or attachment) for question 4, which of the following policies were used?

- ☒ GDOT Policies and Procedures with no exceptions
- ☐ GDOT Policies and Procedures with GDOT approved exceptions
- ☐ LPA Policies and Procedures approved by GDOT
- ☐ LPA has opted for GDOT to conduct the procurement
- ☐ Other – **NOTE: an attachment explaining why one of the above options was not used must be submitted with this answer choice.**

6. Provide the policies and procedures that were indicated in question 5 as an attachment to this application. These policies and procedures must be in accordance with 23 CFR §172.5(b)(1). If none are available, describe the process followed from beginning to end in an attachment. Do you understand this requirement?

- ☒ Yes See Attachment 17.
- ☐ No

7. GDOT reserves the right to inquire about any of the procurements listed in the table (or attachment) for question 4 to ensure compliance with all State and Federal laws, rules, regulations, policies, and other related items. This may take the form of requests for documents, interviews, meetings, and other activities. The LPA must comply with this request for information, or their application may be rejected. Do you understand and agree to this requirement?

- ☒ Yes
- ☐ No

8. Note: If you answered No to question 3, proceed here from question 8.

Each LPA may opt to use GDOT's Policies and Procedures, GDOT's Policies and Procedures with approved exceptions, LPA Policies and Procedures approved by GDOT or opt to have GDOT conduct all federally funded procurements under this program for engineering and design services for contracts to be funded with Federal Aid Highway Program funds. Which option does the LPA choose for your policies and procedures?

- ☒ GDOT Policies and Procedures with no exceptions
- ☐ GDOT Policies and Procedures with GDOT approved exceptions
- ☐ LPA Policies and Procedures approved by GDOT
- ☐ LPA opts to have GDOT conduct all federally funded Engineering & Design Procurements

9. If the LPA chose in question 8 GDOT's Policies and Procedures with approved exceptions, or LPA Policies and Procedures approved by GDOT, do you understand and agree that GDOT must approve either the exceptions to the GDOT Policies and Procedures or the LPA Policies and Procedures?

- ☐ Yes
- ☐ No
- ☒ Not Applicable – our LPA opts to use GDOT Policies and Procedures with no exceptions

10. If the LPA chose in question 8 GDOT's Policies and Procedures with approved exceptions, or LPA Policies and Procedures approved by GDOT, a copy of the exceptions or the LPA policy must be attached to this application as a separate document to be considered. Note any exceptions, policies and procedures must be in accordance with §172.5(b)(1). Do you understand this requirement and have attached the required documents?

- ☐ Yes
- ☐ No
- ☒ Not Applicable – our LPA opts to use GDOT Policies and Procedures with no exceptions

11. If the LPA chose in question 8 GDOT's Policies and Procedures with approved exceptions, or LPA Policies and Procedures approved by GDOT, a signed, sealed, dated, and complete Letter of Agreement must be submitted with this application. The Letter of Agreement must be signed by the person(s) responsible for the authorization of funds should repayment become necessary. The Letter of Agreement must be on the entity's letterhead. A template for the Letter of Agreement may be found on the LAP webpage. Do you understand this requirement and have attached the required Letter of Agreement?

N/A

- ☐ Yes
☐ No

12. A signed, initialed, sealed, dated, and complete Procurement Statement must be submitted with this application. The Procurement Statement must be signed by the person(s) responsible for the authorization of funds should repayment become necessary. The Procurement Statement must be on the entity's letterhead. A template for the Procurement Statement may be found on the LAP webpage. Do you understand this requirement and have attached the required Procurement Statement?

See Attachment 18.

- ☒ Yes
☐ No

Section G - Re-Certification for a 5-Year Period

The Office of Inspector Generals (OIG) issued a report dated July 15, 2011, titled Federal Highway Administration’s Oversight of Federal –Aid and recovery Act Projects Administered by Local Public Agencies Need Strengthening. The report identified seven project activities where the OIG found a high level of non-compliance with Federal requirements. The goal is to increase our state oversight compliance in all areas through additional training for both GDOT and Locals, while specifically addressing the seven project activities with significant reoccurring non-compliance listed below:

1. Change Order and Claims
2. Project Bidding/contractor selection/unbalanced bid analysis
3. Utility agreements/reimbursements
4. Consultant selection and billings
5. Construction pay quantities and progress payments
6. Project reporting and tracking
7. Quality assurance procedures

The report can be found on the OIG’s website: <https://www.oig.dot.gov/library-item/29674>

The Georgia Department of Transportation, in collaboration with the Georgia Division Federal Highway Administration (FHWA), has developed a 5-year Local Administered Project (LAP) Re-Certification Process. This process is established to ensure the capacity and ability of the Local Public Agency (LPA) to successfully manage, administer and execute the policies and procedures for Federal and State compliance in order to receive federal funding through the qualified certification available to participants.

The Departments’ goals are to obtain updated information through this process; assess the Local Agencies’ past performance; gather feedback through a series of questions and written responses; provide guidance on areas of high-level non-compliance and other deficient areas, while providing additional training to increase delivery. In addition, the Department is interested in obtaining feedback from the Local Agencies on streamlining other processes and sharing best practices and innovative ideas. Finally, components of the 5-year recertification process are aligned with the Department’s “Stewardship Agreement”, which seeks to ensure oversight and compliance with State and Federal regulations.

Each Local Agency is required to recertify after a period of 5 years. During the recertification process, the LAP Program Manager and the LAP Committee shall evaluate the Local Agency’s past performance and any staffing changes. As part of the recertification process, the Local Agency completes a sub-recipient compliance non-discrimination review. Recertification provides an opportunity for the Department and the Local Agency to evaluate their partnership. Additionally,

as a part of the recertification review process, a Local Agency may be recertified to a different certification type or have the certification removed. The Department and the Local Agency should determine what aspects of the Local Agency's efforts are working well, what needs to be improved and whether the LAP certification should continue.

Local Agency's certification may be removed for failure to comply with State and Federal regulations, the requirements of this Manual, and the Local Agency Program Agreement. The certification removal may also occur for unsatisfactory performance, which includes, but is not limited to: failure to deliver projects, and failure to meet the commitments of the LAP program. The LAP Coordinator and LAP Committee will recommend certification removal to the Chief Engineer. The recommendation will include performance reports and documentation of any factors relevant to the decision. A Local Agency may appeal the certification removal by requesting a meeting with the Chief Engineer.

Recommendation(s) of action to be taken by Agency from GDOT Reviewer:

_____ Full administration by agency of all projects

_____ Deny approval for Certification Acceptance

Interview Conducted By: _____
District Planning Programming Liaison
Date

Section H - Re-Certification Appeal Process

If re-certification has been denied, the Local Public Agency will then receive a letter explaining the reasons for denial. The LPA can then appeal any deficiencies found within 30 days. GDOT will then approve or deny the appeal based on additional information provided by the LPA.

Removal from the certification program may also occur at any time for unsatisfactory performance, which includes, but is not limited to:

- Failure to comply with applicable laws, regulations and policies
- Failure to meet the commitments of the LAP Program
- Failure to meet required timeframes for project delivery

This signature ensures that the agency agrees to comply with the previous requirements when developing all Federal Highway Administration projects under GDOT's Qualification Certification Agreement. **FAILURE TO COMPLY** may require repayment for all or a portion of Federal funds. This applies to all successors from here.

LOCAL GOVERNMENT, Georgia

Approved By: _____

Title: _____

Note: This form has been provided to the Mayor for signature, waiting on Council Approval

Signed, sealed and delivered

This ____ day of _____,

20____, in the presence of:

Witness

Notary Public

GEORGIA DEPARTMENT OF TRANSPORTATION

Approved By: _____

Program Control Administrator

Date

Attachments Table of Contents

Documents to be Submitted

Organizational Chart, All Training Certificates, Title IV documents, Procurement Policy Letter of Agreement
Asked for on Page vi & Page 2 Attachment 1

Local Administered Projects Responsible Charge Worksheet

Current Organizational Chart Attachment 2
Asked for on Page 2

Section A – Title VI-Civil Rights Performance & Assessment Questionnaire

Title VI Policy Attachment 3
Asked for on Page 4 Question 1

Title VI Complaint Procedure Attachment 4
Asked for on Page 4 Question 2

GDOT Title VI Training Certificates – There are three Attachment 5
Asked for on Page 4 Question 4

Examples of Public opportunities for all community members including minority to participate in project meetings–
There are four Attachment 6
Asked for on Page 4 Question 5

Sample Contract including Appendix A of Title VI and FHWA 1273 Attachment 7
Asked for on Page 5 Question 8

Section B – Environmental Questionnaire

Examples of Public opportunities for all community members including minority to participate in project meetings–
There are four Attachment 6
Asked for on Page 7 Question 5

Section C – Right of Way Questionnaire

GDOT ROW Acquisition Training Certificates – There are two Attachment 1
Asked for on Page 8 Question 4

GDOT ROW Certification Attachment 8
Asked for on Page 8 Question 4

Section E – Construction Division Questionnaire

Section E – Construction Division Questionnaire

Project 1 - 0016629

Documentation of Preconstruction Conference Attachment 9

Asked for on Page 11 Question 9

Construction Agreement between local government and contractor Attachment 10

Asked for on Page 12

QA agreement noted on OMAT-LAP form Attachment 11

Asked for on Page 13

Project 2 - 0010681

Documentation of Preconstruction Conference Attachment 12

Asked for on Page 14 Question 9

Construction Agreement between local government and contractor Attachment 13

Asked for on Page 15 & 16

QA agreement noted on OMAT-LAP form Attachment 14

Asked for on Page 17

Confirmation of no punch list Attachment 15

Asked for on Page 17

Section F – Procurement of Engineering and Design Related Services Questionnaire

Engineering and Design Procurement Training Attachment 16

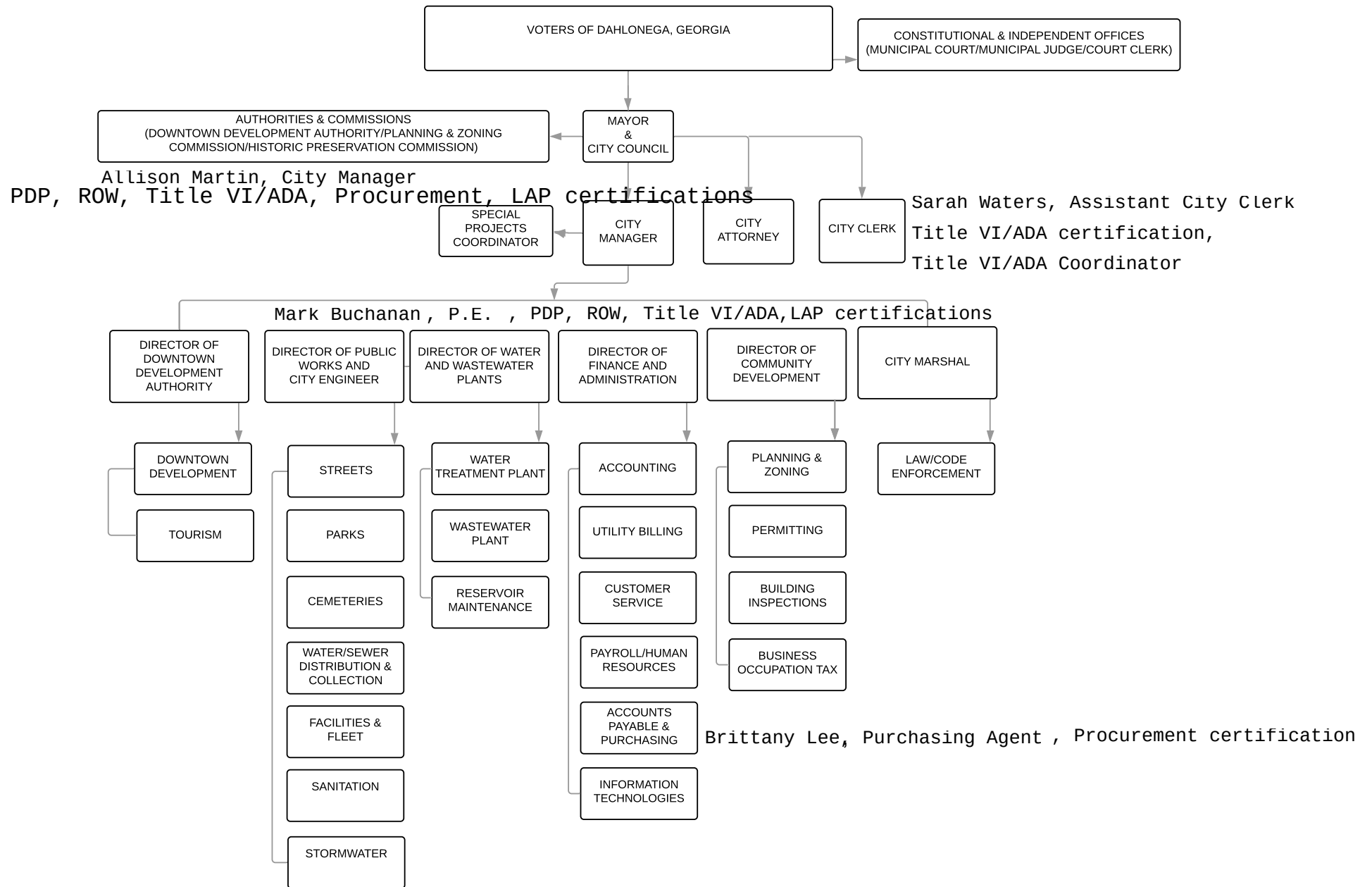
Asked for on Page 20 Question 2

Copy of Policies and Procedures - with City Adoption Resolution Attachment 17

Asked for on Page 23 Question 6

Procurement Statement Attachment 18

Asked for on Page 25 Question 12



Georgia Department of Transportation

Allison Martin

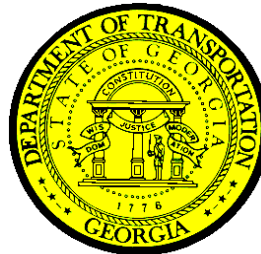
City of Dahlonega

has satisfactorily completed
Plan Development Process (PDP)
Conducted by Georgia Department of Transportation

January 28-29, 2025
2-Day Course, 12 PDHs



**Derrick Brown, Program Control
Administrator**



GDOT
Virtual Training



**Malik Al-Kush, Local Administered Project
Coordinator**

GA Department of Transportation *Certificate of Training*

Allison Martin

Has Satisfactorily Completed

ROW Acquisition Training for Local Public Agencies

Conducted By

The Georgia Department of Transportation

Februaury 19, 2025

Tiffany R. Robinson

Tiffany Robinson,
Local Govenerment Program Manager



PDH 5

Kevin D York

Kevin D York,
Right of Way Administrator

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to

ALLISON MARTIN

TITLE VI/ ADA TRAINING



Signatures: Antony Watson ADA Coordinator

Byron Browning Title VI Coordinator

June 10, 2025

Georgia Department of Transportation

Allison Martin

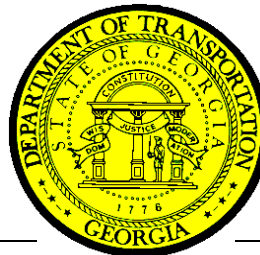
City of Dahlonega

has satisfactorily completed
Local Administered Project (LAP) Manual
Conducted by Georgia Department of Transportation

January 14-15, 2025
2-Day Course, 10 PDHs



***Derrick Brown, Program Control
Administrator***



GDOT
Virtual Training



***Malik Al-Kush, Local Administered Project
Coordinator***



Office of Procurement

Certifies that

Allison Martin

Has successfully completed all requirements for

Engineering and Design Procurement Policy and Procedure

CEU 12

DATE: September 24, 2025

Atlanta Office

SCORE: 95%

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Spencer B. Lord
Assistant Chief Procurement Officer
– Quality Assurance & Compliance

A handwritten signature in blue ink, appearing to read "Maria L. Roux", is written over a horizontal line.

Maria L. Roux
Chief Procurement Officer

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to

SARAH WATERS

TITLE VI/ ADA TRAINING



Signatures: Antony Watson ADA Coordinator

Byron Browning Title VI Coordinator

April 8, 2025

Georgia Department of Transportation

Mark Buchanan

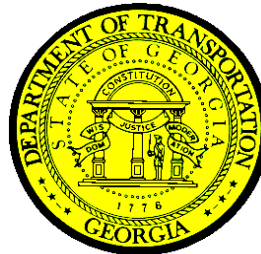
City of Dahlonega

has satisfactorily completed
Plan Development Process (PDP)
Conducted by Georgia Department of Transportation

March 18-19, 2025
2-Day Course, 12 PDHs



**Derrick Brown, Program Control
Administrator**



GDOT
Virtual Training



**Malik Al-Kush, Local Administered Project
Coordinator**

GA Department of Transportation *Certificate of Training*

Mark Buchanan

Has Satisfactorily Completed

ROW Acquisition Training for Local Public Agencies

Conducted By

The Georgia Department of Transportation

April 15, 2025

Tiffany R. Robinson

Tiffany Robinson,
Local Government Program Manager



PDH 5

Kevin D York

Kevin D York,
Right of Way Administrator

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to
MARK BUCHANAN

TITLE VI/ ADA TRAINING



Signatures: Antony Watson ADA Coordinator

Byron Browning Title VI Coordinator

February 4, 2025

Georgia Department of Transportation

Mark Buchanan

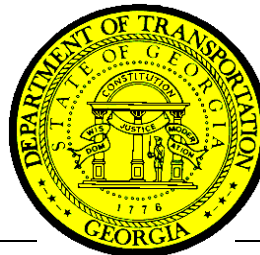
City of Dahlonega

has satisfactorily completed
Local Administered Project (LAP) Manual
Conducted by Georgia Department of Transportation

May 13-14, 2025
2-Day Course, 10 PDHs



***Derrick Brown, Program Control
Administrator***



GDOT
Virtual Training



***Malik Al-Kush, Local Administered Project
Coordinator***



Office of Procurement

Certifies that

Brittany Lee

Has successfully completed all requirements for

Engineering and Design Procurement Policy and Procedure

CEU 12

DATE: June 11, 2025

Macon Office

SCORE: 92%

A handwritten signature in blue ink, appearing to read "Spencer B. Lord", is written over a horizontal line.

Spencer B. Lord
Assistant Chief Procurement Officer
– Quality Assurance & Compliance

A handwritten signature in blue ink, appearing to read "Maria L. Roux", is written over a horizontal line.

Maria L. Roux
Chief Procurement Officer

TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation and

City of Dahlonega, Georgia

Name of Recipient

Policy Statement

The **(Name of Recipient)** City of Dahlonega, Georgia, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's **(Name of person/division)** Sarah Waters, Assistant City Clerk, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Sarah Waters

Name of Responsible Agency Official (Please Print)

Assistant City Clerk

Title

Date

6/21/2025

Title VI
Non-Discrimination Agreement
Page No. 1

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** City of Dahlonega, Georgia has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** City of Dahlonega, Georgia's Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Dahlonega, Georgia, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

Title VI
Non-Discrimination Agreement
Page No. 2

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 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 bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 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, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

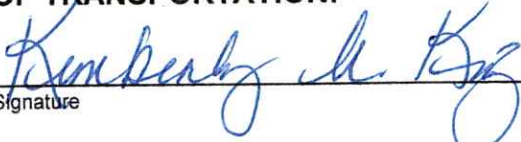
Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

**SIGNED FOR THE GEORGIA DEPARTMENT
OF TRANSPORTATION:**



Signature

EEO Director

Title



Date

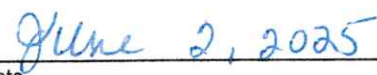
NAME OF RECIPIENT:



Signature

City Manager

Title



Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:

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Page No. 9

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid Highways, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of Georgia all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the state of Georgia, its successors and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the state of Georgia will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [,] and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter

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Page No. 11

or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the STATE will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, and national origin);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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Page No. 15

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

{DATE}

Dahlonega Letter Prepared
waiting on Mayor's Signature
needs Council Approval

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

Attn: Spencer Lord
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/County of [Enter City Name] will adopt the Georgia Department of Transportation Procurement Policy For The Procurement, Management and Administration of Engineering and Design Related Consultant Services. The City/County 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/County agrees to and acknowledges the following:

1. City/County 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:

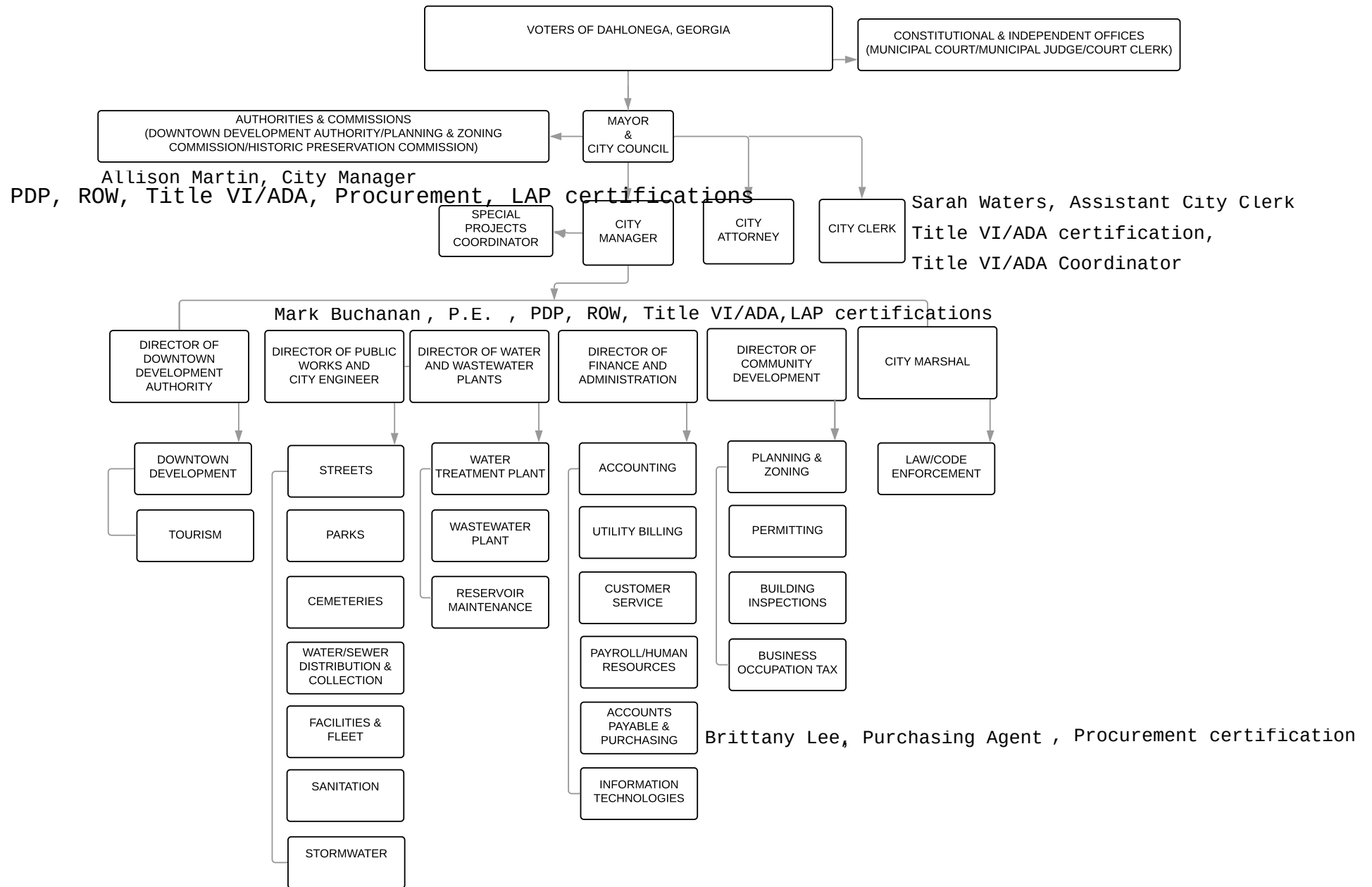
2. Personnel listed of City/County involved have read and understands the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50-22-9) that pertain to these services where FAHP funds will be utilized must be followed and adhered to.
3. City/County understands that only the above listed personnel have been certified to participate in in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.
4. City/County 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/County 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/County 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.

(Affix signatures and seal)

{This letter must be signed by the person(s) responsible for the authorization of funds should repayment become necessary}



Title VI/Nondiscrimination Policy

Policy Statement:

The City of Dahlonega values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the City believes that the best programs and services result from careful consideration of the needs of all of its communities and when those communities are involved in the transportation decision making process. Thus, City of Dahlonega does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the City will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Complaint Procedures:

The City has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability, family or income status in any of the City's programs, services or activities may file a complaint with the City Title VI/Nondiscrimination Coordinator:

Mrs. Sarah Waters
Nondiscrimination Coordinator
465 Riley Road
Dahlonega, Georgia 30533
swaters@dahlonega.gov
Phone: 706-482-2728
Fax: 706-864-4837

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint makes a verbal complaint of discrimination to any officer or employee of the recipient, the person shall be interviewed by the Nondiscrimination Coordinator. The Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days.

The Title VI/Nondiscrimination Coordinator will respond to the complaint within ten (10) calendar days and will take reasonable steps to resolve the matter. The complainant will be informed of the action taken or proposed action to process the allegation. Should the City be unable to satisfactorily resolve a complaint, the City will forward the complaint, along with a record of its disposition to the appropriate District of the Georgia Department of Transportation (GDOT).

Within sixty (60) days, the Coordinator will conduct and complete an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the City Attorney. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report findings.

Within ninety (90) days of receipt of the complaint, the City Attorney will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with the Department of Transportation, or the Federal Highway Administration, if they are dissatisfied with final decision rendered by the State.

The City's Title VI Coordinator has access to the Mayor and is not required to obtain Council or other approval to discuss discrimination issues with the Mayor. However, should the complainant be unable or unwilling to complain to the City, the written complaint may be submitted directly to Georgia Department of Transportation (GDOT). GDOT will serve as a clearing house, forwarding the complaint to the appropriate state or federal agency:

Georgia Department of Transportation
ATTN: Title VI Complaint Processing
600 West Peachtree, NW
Atlanta, Georgia 30308

ADA/504 Statement:

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services and activities.

The City will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The City will make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by the disabled community and disability service groups.

The City encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the City will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the City asks that requests be made at least thirty (30) calendar days prior to the need for accommodation.

Questions, concerns, comments or requests for accommodation should be made to the City's ADA Officer:

Mrs. Sarah Waters
Title VI Coordinator
465 Riley Road
Dahlonega, GA 30533
swaters@dahlonega.gov
Phone: 706-482-2728
Fax: 706-864-4837

Public Involvement:

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the City must have the input of its public. The City spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. The City holds a number of transportation meetings, workshops and other events designed to gather public input on project planning and construction. Further, the City attends and participates in other community events to promote its services to the public. Finally, the City is constantly seeking ways of measuring the effectiveness of its public involvement.

Persons wishing to request special presentations by the City; volunteer in any of its activities or offer suggestions for improvement of City public involvement may contact:

Mrs. Sarah Waters
Title VI Coordinator
465 Riley Road
Dahlonega, GA 30533
swaters@dahlonega.gov
Phone: 706-482-2728
Fax: 706-864-4837

Assurances:

Every four years, or commensurate with a change in City executive leadership year, the City must certify to FHWA and GDOT that its programs, services and activities are being conducted in a nondiscriminatory manner. These certifications are termed 'assurances' and serve two important purposes. First, they document the City's commitment to nondiscrimination and equitable service to its community. Second, they serve as a legally enforceable agreement by which the City may be held liable for breach. The public may view the annual assurance on the City website or by visiting the City's offices.

TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation and

City of Dahlonega, Georgia

Name of Recipient

Policy Statement

The **(Name of Recipient)** City of Dahlonega, Georgia, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's **(Name of person/division)** Sarah Waters, Assistant City Clerk, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Sarah Waters

Name of Responsible Agency Official (Please Print)

Assistant City Clerk

Title

Date

6/21/2025

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Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** City of Dahlonega, Georgia has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** City of Dahlonega, Georgia's Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Dahlonega, Georgia, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

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The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 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 bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 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, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

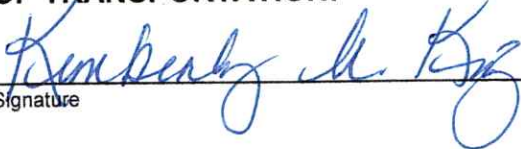
Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

**SIGNED FOR THE GEORGIA DEPARTMENT
OF TRANSPORTATION:**



Signature

EEO Director

Title



Date

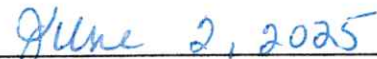
NAME OF RECIPIENT:



Signature

City Manager

Title



Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:

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- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid Highways, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of Georgia all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the state of Georgia, its successors and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the state of Georgia will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [,] and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter

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or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the STATE will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, and national origin);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title VI
Non-Discrimination Agreement
Page No. 15

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Grievance Procedure

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of service, activities, programs, or benefits by the City of Dahlonega Mayor and Council. The City of Dahlonega Personnel Policies and Procedures govern employment related complaints of disability discrimination. The application form is included. Grievances should be filed with the ADA Coordinator at:

City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533

The Grievance Procedure consists of the following:

1. A complaint should be filed in writing (but can be submitted in alternate format due to the needs on an individual's disability), containing the name and address of the person filing it, and briefly describing the alleged violation of the regulations or discriminatory act.
2. A complaint should be filed within 30 calendar day after the complainant becomes aware of the alleged violation. Processing of allegations of discrimination, which occurred before this grievance procedure was in place, will be considered on a case-by-case basis.
3. An investigation, as may be appropriate, will follow filing of the complaint and will be conducted by the City's ADA Coordinator. These rules contemplate informal, but thorough investigations, affording all interested parties and their representative, if any, an opportunity to submit evidence relevant to a complaint.
4. The City's ADA Coordinator will provide *for* review for the City Attorney, a written determination, as to the validity of the complaint and a description of the resolution, if any, and a copy will be forwarded to the City Manager, along with the original complaint, no later than thirty (30) days after its filing.
5. The City's ADA Coordinator will maintain files and records relating to all ADA grievances/ complaints filed.
6. The right of a person to a prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency (i.e., U.S. Department of Justice). Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
7. These rules will be construed to protect the substantive rights of interested person, to meet appropriate due process standards, and to assure that the City of Dahlonega complies with the ADA and implementing regulations.

City of Dahlonega ADA Grievance Form

Name: _____

Address: _____

Phone Number: (H) _____ (M) _____

Email Address: _____

Location of problem: _____

Date Noticed: _____

Description of the problem: _____

**Please attach additional pages if needed.*

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 30 days after the alleged violation to:

City of Dahlonega
ATTN: Sarah Waters, City ADA Coordinator
465 Riley Road
Dahlonega, Georgia 30533
swaters@Dahlonega-ga.gov
(706)-482-2728

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to

SARAH WATERS

TITLE VI/ ADA TRAINING



Signatures: Antony Watson ADA Coordinator

Byron Browning Title VI Coordinator

April 8, 2025

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to
ALLISON MARTIN

TITLE VI/ ADA TRAINING



Signatures: Antony Watson ADA Coordinator

Byron Browning Title VI Coordinator

June 10, 2025

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to
MARK BUCHANAN

TITLE VI/ ADA TRAINING



Signatures: Antony Watson ADA Coordinator

Byron Browning Title VI Coordinator

February 4, 2025



PUBLIC WORKS

CITY OF DAHLONEGA DEPARTMENT REPORT

Jun-20

Report Title

Public Works – June 2020

Report Highlight

COVID-related measures laid out in last month's report continue. Staff is performing daily disinfection of facilities that are currently open to the public.

Name, Title:

Mark Buchanan, PW Director/City Engineer

Recently Completed:

- Barlow Road storm drain project. While not 100% complete at the time of this writing, this project was very close. Completion is expected within budget.
- Selection of vendors for all phases/aspects of the Wimpy Mill Picnic Area expansion, kayak launch and pedestrian bridge. Securing of contracts ongoing.
- Selection of a Preliminary Engineering vendor for the Morrison Moore Pedestrian Bridge. City staff is working with GDOT representatives to negotiate a rate in accordance with GDOT policy.
- Memorial Park Cemetery curb repair/storm drain installation.
- Design of Martin Street improvements. The bid process is on hold pending potential private development in the area.



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2020

TITLE: Update on Morrison Moore Pedestrian Bridge and Sidewalks Project

PRESENTED BY: Mark Buchanan

AGENDA ITEM DESCRIPTION:
Informational Only

This high cost item will require extensive negotiation. Current schedule is July work-session recommendation and August Council meeting award. Following extensive effort on the part of the City Preliminary Engineering Review Committee, a vendor ranking has been determined. Staff is beginning the negotiation phase with the highest-ranked engineering firm for Preliminary Engineering services, in accordance with GDOT guidelines. Given favorable negotiations and approval from GDOT, expect a recommendation for award.



PUBLIC WORKS

CITY OF DAHLONEGA DEPARTMENT REPORT

May-20

Report Title

Public Works Department Report – May 2020

Report Highlight

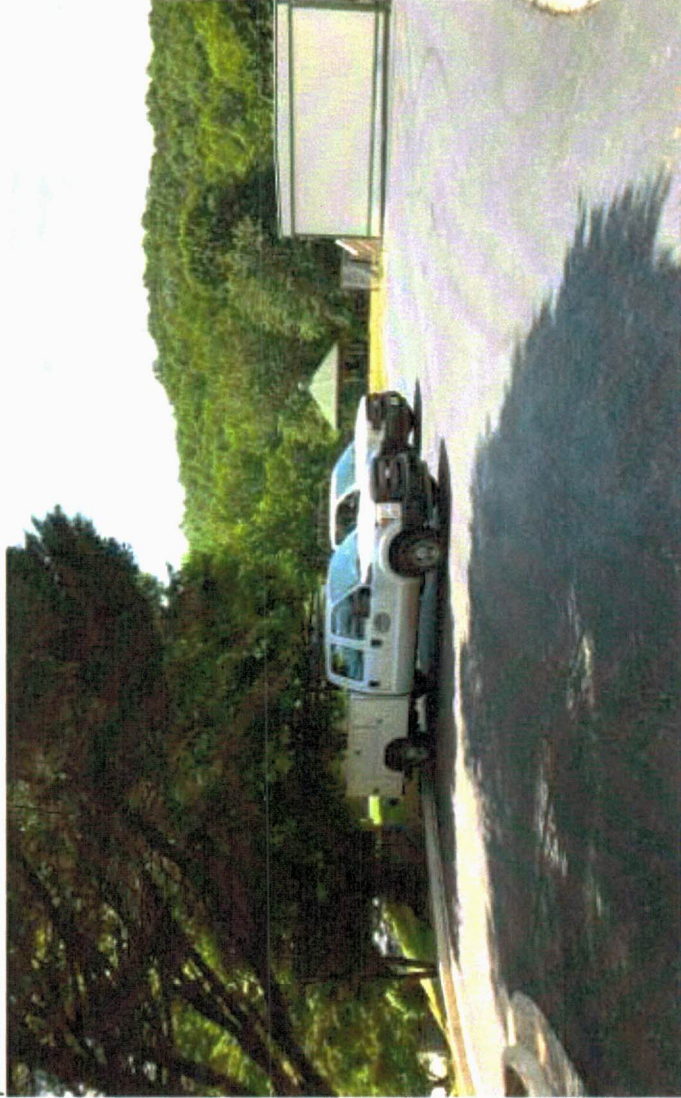
COVID-related measures laid out in last month's report continue. Staff is performing daily disinfection of facilities that are currently open to the public.

Name, Title:

Mark Buchanan, PW Director/City Engineer

Recently Completed:

- City Hall Parking Expansion. At the time of this writing, the parking area was nearing completion and only lacked striping. It will support 8 compact vehicles and will not be available to the general public.



- Selection of vendors for all phases/aspects of the Wimpy Mill Picnic Area expansion, kayak launch and pedestrian bridge.
- Selection of a Preliminary Engineering vendor for the Morrison Moore Pedestrian Bridge. City staff is working with GDOT representatives to negotiate a rate in accordance with GDOT policy.
- Mechanic Street sidewalk handrail installation.



PUBLIC WORKS

CITY OF DAHLONEGA DEPARTMENT REPORT

Apr-20

Report Title

Public Works Department Report – April 2020

Report Highlight

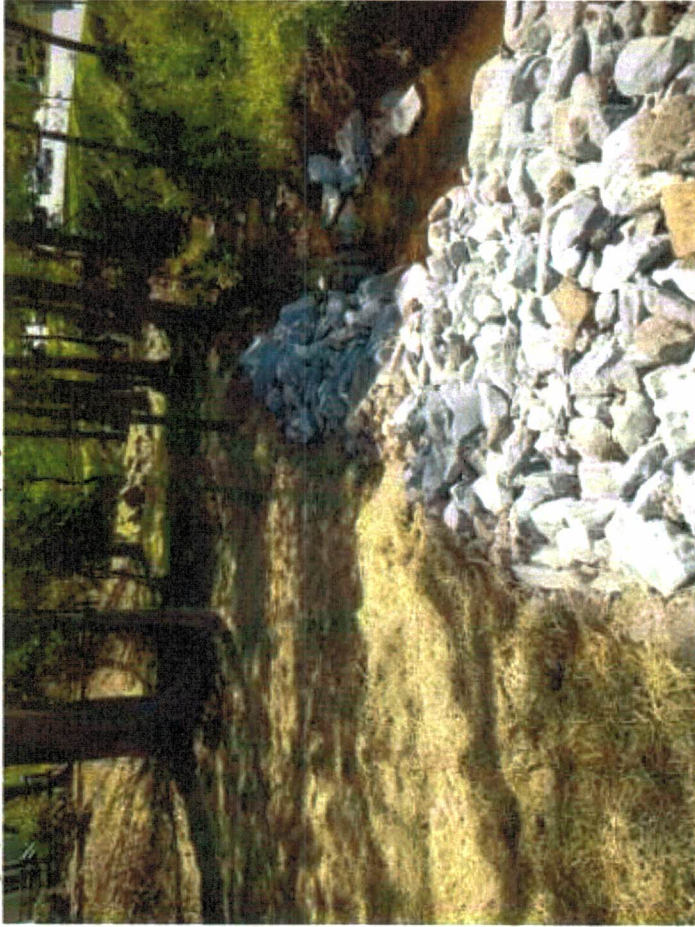
COVID-related measures laid out in last month's report continue. Staff is in place for daily disinfection of facilities that are currently open to the public.

Name, Title:

Mark Buchanan, PW Director/City Engineer

Recently Completed:

- South Chestatee Sanitary Sewer Encasement. Thanks to the efforts of our Public Works crews, roughly \$100,000 was saved on this project.



- Bid phase of Memorial Park Cemetery curb repair/storm drain installation and resurfacing. Floyd Wimpy was the low bidder of the former and Garrett Paving the winner of the latter.
- Review of Preliminary Engineering vendor packets for Morrison Moore Pedestrian Bridge. Responses have gone to the committee and we expect to be negotiating with the selected firm soon.

Underway:

- Coordination with GDOT and Lumpkin County officials regarding construction of the Hwy60/Oak

Attachment K
S CHESTATEE STREET TRANSPORTATION ENHANCEMENT PROJECT
GDOT PROJECT IDENTIFICATION # 0010681

CONTRACT

This agreement is made and entered into between the governing authority of City of Dahlonega, hereinafter referred to as "City of Dahlonega", a political subdivision of the State of Georgia, and VERTICAL EARTH, INC., hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment:

Contractor shall perform transportation enhancements on South Chestatee Street, between Choice Street and Church Street as fully described in the Invitation to Bid issued June 23, 2017. All work will be done in accordance with the 2013 standard specifications from the Ga. Dept. of Transportation (GDOT), the Manual on Uniform Traffic Control Devices, and by the special provisions contained in the bid documents for this project. The applicable GDOT specifications govern over any conflicting requirements that may be found in the Construction Agreement, General Conditions, and Supplemental General Provisions.

1. City of Dahlonega personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.
2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from City of Dahlonega. All work shall be completed no later than 270 calendar days from the day the Notice to Proceed is issued.
3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.
4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (DOLLARS/CENTS)
005-0023	ADA RAMPS DOT DETAIL A2, A3, A4	EA	Included in sidewalk price according to plans
150-1000	TRAFFIC CONTROL	LS	9,264.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAPS	EA	250.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	0.50
165-0105	MAINTENANCE OF INLET SEDIMENT TRAPS	EA	75.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	3.50
210-0100	GRADING COMPLETE (UNCLASSIFIED)	LS	56,149.23
310-1101	GR AGGR BASE CRS, INC MATL	TON	28.07
402-3101	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE1, BLEND 1, INCL BITUM MATL & H LIME	TON	225.00
413-1000	BITUM TACK COAT	GL	8.00
441-0104	CONC SIDEWALK, 4 IN	SY	33.48
441-0106	CONC SIDEWALK, 6 IN	SY	43.49
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP2	LF	9.57
500-3107	CLASS A CONCRETE, RETAINING WALL	SY	6,736.78
500-9999	CLASS B CONC, BASE OR PYMT WIDENING	CY	224.00
550-1120	STORM DRAIN PIPE, 12 IN, H 1-10	LF	39.25
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	42.25
607-3000	STONE FACING	SF	40.00
610-2818	REM CONC SIDEWALK REM	SY	9.00
611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	EA	2,475.00
611-5551	RESET SIGN	EA	200.00
610-9001	REM SIGN	EA	100.00
639-1535	TREATED TIMBER POLE, CLASS 5, 35 FT	EA	N/A
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	0.61
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN YELLOW	LF	0.61

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (DOLLARS/CENTS)
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	7.02
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	51.92
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	4.68
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	2.28
668-1100	CATCH BASIN, GP 1	EA	3,148.00
668-2100	DROP INLET, GP 1	EA	2,335.39
700-6910	PERMANENT GRASSING	AC	2,500.00

Payment shall be made according to the terms contained in the Invitation to Bid.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the City. Contractor shall not subcontract any work without the express written consent of the City. The City must approve all subcontractors.

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold City of Dahloncga harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

G. Documents Deemed Part of Contract:

Unless otherwise modified by the Contract, the City of Dahloncga's Invitation to Bid issued June 23, 2017, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

The following documents must be physically incorporated in each construction contract and subcontract. The contractor (or subcontractor) must insert these forms in each subcontract and further require their inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services.)

- Form FHWA-1273, Required Contract Provisions, Federal-Aid Construction Contracts, Revised May 1, 2012
- Special Provision, Required Contract Provisions, Federal-Aid Construction Contracts, First Use October 18, 2013
- Special Provision, Required Contract Provisions, Federal-Aid Highway Program, Cargo Preference Act Requirements, Effective 2-15-2016
- Appendix A, Notice to Contractors, Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts
- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
- Standard Federal Equal Employment Opportunity Construction Contract Specifications
- Special Provision, Prompt Payment, First Use November 01, 2013
- Required Contract Provisions, Buy America, First Use November 1, 2013, and Convict Produced Materials, First Use November 1, 2013
- Georgia Security and Immigration Compliance Act Affidavit, Revised 11/01/2015
- Applicable Davis Bacon wage rate determination

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State of Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

I. Dispute Resolution:

City of Dahlonega and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to City of Dahlonega. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the City, the Contractor will be paid by the City for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Sub-contractor to work in a drug-free work place, Contractor shall secure from that Sub-contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's

employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it 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.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

VERTICAL EARTH, INC.
6025 MATT HWY
CUMMING, GA 30028

and to City of Dahlonega at the following address:

Attn: Bill Schmid, City Manager
465 Riley Road
Dahlonega, Georgia 30533.

This Contract is made and entered into this 4th day of AUGUST, 2017.

City of Dahlonega:

Contractor:

Bruce Hoffman
Gary McCullough, Mayor
City of Dahlonega

Company Name VERTICAL EARTH, INC.
By: [Signature]
Title: PRESIDENT

Bruce Hoffman, Mayor Pro Tempore

Attest:

[Corporate Seal]

[Signature]
City of Dahlonega Clerk

CONTRACT - Page 6 of 6

Title VI/Nondiscrimination Policy

Policy Statement:

The City of Dahlonega values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the City believes that the best programs and services result from careful consideration of the needs of all of its communities and when those communities are involved in the transportation decision making process. Thus, City of Dahlonega does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the City will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Complaint Procedures:

The City has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability, family or income status in any of the City's programs, services or activities may file a complaint with the City Title VI/Nondiscrimination Coordinator:

Ms. Mary Csukas
Nondiscrimination Coordinator
465 Riley Road
Dahlonega, Georgia 30533
mcsukas@dahlonega-ga.gov
Phone: 706-482-2710
Fax: 706-864-4837

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability or family status); and a description of the alleged discrimination with the date of occurrence. If the complainant makes a verbal complaint of discrimination to any officer or employee of the recipient, the person shall be interviewed by the Nondiscrimination Coordinator. The Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days.

The Title VI/Nondiscrimination Coordinator will respond to the complaint within ten (10) calendar days and will take reasonable steps to resolve the matter. The complainant will be informed of the action taken or proposed action to process the allegation. Should the City be unable to satisfactorily resolve a complaint, the City will forward the complaint, along with a record of its disposition to the appropriate District of the Georgia Department of Transportation (GDOT).

Within sixty (60) days, the Coordinator will conduct and complete an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the City Attorney. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report findings.

Within ninety (90) days of receipt of the complaint, the City Attorney will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with the Department of Transportation, or the Federal Highway Administration, if they are dissatisfied with final decision rendered by the State.

The City's Title VI Coordinator has access to the Mayor and is not required to obtain Council or other approval to discuss discrimination issues with the Mayor. However, should the complainant be unable or unwilling to complain to the City, the written complaint may be submitted directly to Georgia Department of Transportation (GDOT). GDOT will serve as a clearing house, forwarding the complaint to the appropriate state or federal agency:

Georgia Department of Transportation
ATTN: Title VI Complaint Processing
600 West Peachtree, NW
Atlanta, Georgia 30308

ADA/504 Statement:

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services and activities.

The City will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The City will make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by the disabled community and disability service groups.

The City encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the City will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the City asks that requests be made at least thirty (30) calendar days prior to the need for accommodation.

Questions, concerns, comments or requests for accommodation should be made to the City's ADA Officer:

Ms. Mary Csukas
Title VI Coordinator
465 Riley Road
Dahlonega, GA 30533
mcsukas@dahlonega-ga.gov
Phone: 706-482-2710
Fax: 706-864-4837

Public Involvement:

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the City must have the input of its public. The City spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. The City holds a number of transportation meetings, workshops and other events designed to gather public input on project planning and construction. Further, the City attends and participates in other community events to promote its services to the public. Finally, the City is constantly seeking ways of measuring the effectiveness of its public involvement.

Persons wishing to request special presentations by the City; volunteer in any of its activities or offer suggestions for improvement of City public involvement may contact:

Ms. Mary Csukas
Title VI Coordinator
465 Riley Road
Dahlonega, GA 30533
mcsukas@dahlonega-ga.gov
Phone: 706-482-2710
Fax: 706-864-4837

Assurances:

Every four years, or commensurate with a change in City executive leadership year, the City must certify to FHWA and GDOT that its programs, services and activities are being conducted in a nondiscriminatory manner. These certifications are termed 'assurances' and serve two important purposes. First, they document the City's commitment to nondiscrimination and equitable service to its community. Second, they serve as a legally enforceable agreement by which the City may be held liable for breach. The public may view the annual assurance on the City website or by visiting the City's offices.

March 20, 2024

**FEDERAL-AID
RIGHT OF WAY CERTIFICATION**

FROM: Kevin D. York, State Right of Way Administrator

**TO: Russell R. McMurry, P.E., Commissioner
Attention: Erik Rohde, Project Review Engineer**

PROJECT NO. N/A PI NO. 0016629

COUNTY: LUMPKIN Exempt (Non-Reimbursable)

DESCRIPTION: SR 9/SR 60 FROM SR60BU TO N OF YAHoola CREEK

TOTAL PARCELS: NR DEEDS: NR

CONDEMNATIONS: NR OUTSTANDING: NR

Right of Way Certification to request authorization to advertise for physical construction bids. Reference Title 23 CFR, Part 635.309, Subpart C.

Certification is based on Management Let Date September 20, 2024.

Right of Way has been acquired in accordance with current FHWA directives covering the acquisition of real property.

Place an X after applicable items.

1. RIGHT OF WAY ACQUISITION NOT REQUIRED

This project is limited to existing right of way and no additional right of way acquisition is required. XX

2. RIGHT OF WAY ACQUISITION REQUIRED/NO RELOCATION REQUIRED

All necessary rights of way, including control of access when pertinent, has been acquired including both legal and physical possession. _____



Kevin D. York
State Right of Way Administrator

KDY/TRR

c: Marc Mastronardi; Kelvin Mullins, District Engineer, Gainesville; Michael Lawing, Project Manager; Katrina Anderson; Bret Anderson, State ROW Program Manager; Russ Nelson; Adrienne Wise; Floyd Williams; Alisha Dennery; Tiffany Robinson; Oscar Thomas; Judy Carson; General Files

Preconstruction Meeting Minutes
 SR 9/SR 60 from SR 60BU to N of Yahoola Creek
 0016629 Lumpkin
 4/25/25

1. Introductions & primary points of contact
 - a. Owner – City of Dahlonega (Dahlonega) – full time employee as the responsible in charge – **Mark Buchanan (MB)**
 - b. Construction Engineering and Inspection (CEI) – BBC Engineering, LLC dba Heath & Lineback (H&L) – **James Chapman (JC)**
 - c. Prime construction (CST) contractor – Strickland and Sons Pipeline, Inc. (Strickland) – **Nathan Hancock (NH)**
 - d. GDOT Area office – **Daniel Freeman (DF) and Greg Hood (GH)**
2. GDOT's Notice to Proceed (NTP) for CST to Dahlonega issued 4/24/25
3. Plan received at GDOT Area 1/29/25
4. Prime contract documents between Dahlonega and Strickland executed 4/7/25
5. Dahlonega's NTP for CST to Strickland – **anticipated 4/25/25**
6. The length of contract time is 548 calendar days, per Article 4.02 (Contract Time: Days) of the prime contract documents.
7. The Disadvantaged Business Enterprise (DBE) subcontracts anticipated for use are Safety Signal Co, Jake Martin, GTG Traffic Signals, and Lagniappe Construction and Materials. Are there any other subcontracts (DBE or non-DBE) for this project? – **Yes. Michael Lawing (MSL) requested PDF copies of subcontracts upon availability. MSL to provide required federal pages post-meeting.**
 - a. Subcontractors must be registered by GDOT Construction Bidding Administration (CBA). DBEs must be CBA registered subcontractors and EEO certified DBEs.
 - b. Retainage will not be withheld, per GDOT specification 109.7.H.
 - c. Contracts to have the following documents physically incorporated: EEO and Drug Free Workplace, Subcontractor Residency, GDOT Specification 109.07H, FHWA 1273 dated 5/1/2012, Special Provision for Required Contract Provisions dated 10/18/13, Cargo Preference Act Requirements dated 2/15/16, Appendix A – Notice to Contractors and Compliance with Title VI dated 12/15/2008, Notice of Requirement for Affirmative Action dated 2/26/2009, Standard Federal EEO Construction Contract Specifications, Prompt Payment dated 7/1/18, Buy America 11/1/2013, Convict produced materials 1/1/2013, 2018 E-verify, Davis Bacon wage rates applicable at bid opening, and GDOT' 483, 484, and 485 forms.
 - d. As this is a Local Let project, at a minimum Dahlonega must approve all subcontracts before work is performed, and approvals shall be documented. Does the GDOT Area office require reviews of the subcontracts? – **MSL to check post-meeting**
8. EEO and DBE information – GDOT's contact is Antony Watson – 404-295-6671 – awatson@dot.ga.gov
 - a. DBE goal is 8%.
 - b. Dahlonega and/or H&L is to conduct labor interviews and Commercially Useful Function (CUF) for the contractors. Regarding labor interviews, they are to be conducted once-per-quarter for the prime contractor and once-per-month for the subcontractor. Since there is more than 1 subcontractor, it is recommended that the subcontractor who completed the most volume of work within that specific month be interviewed. – H&L
 - c. EEO boards in English and Spanish need to be posted at a visible location on the job site with Davis Bacon information, Title VI language, and etcetera. – **MSL to obtain copy of checklist post-meeting**
9. Known CST concerns
 - a. The project's Notice of Intent (NOI) permit is approved and expires 7/31/28. Upon completion of construction (including punchlist), a Notice of Termination (NOT) will be required.
 - b. Erosion control must be maintained at all times.
 - c. Who will be the Worksite Erosion Control Supervisor (WECS)? – **Jark Martin**
 - d. Who will be the 7-day inspector? – **H B Next**
 - e. Who will be the traffic control supervisor? – **TBD**
 - f. **While there are no specific relocations for facilities (ex. poles), adjustments are anticipated where applicable.**
 - g. What are the staging and storage area requirements? – **requirements discussed at this preconstruction meeting**
 - h. What are the work hour restrictions? – **only the ones listed in SP 150.6**
 - i. Are there any events within the next 6 months in or near the project area? – **negative**
 - j. Any other CST issues which need to be discussed? – **negative**
10. Materials
 - a. Products to be on GDOT's Qualified Products List
 - b. GDOT is to perform the materials testing, and the materials quality assurance form has been approved. – **MSL to confirm with GDOT as to who to reach out to for a testing request, how long they need to be notified of testing, and confirm any other requirements**
 - c. **Buy America does apply. All steel mill certificates are to be kept with the project files.**

Preconstruction Meeting Minutes
SR 9/SR 60 from SR 60BU to N of Yahoola Creek
0016629 Lumpkin
4/25/25

11. Shop drawings for uniquely scoped items (ex. bridge, waste receptacles, etc.)
 - a. Shop drawings are required for the proposed pedestrian overpass bridge.
 - i. What is the current status of the bridge shop drawings? – **in progress (Chris Pitman of Contech is preparer), but a specific timeframe was not provided**
 - ii. What is the anticipated length of time for the manufacturing and delivery of materials pertaining to the bridge? – **several months; submittal to MSL potentially anticipated in November**
 - b. Are there any other shop drawings anticipated at this time? – PDF of shop drawing list to be provided post-meeting
12. Construction change orders (COs), if needed, must be reviewed and approved by all parties prior to work being performed. Use GDOT's LAP contract modification form. Are any COs anticipated at this time? – **negative**
13. GDOT information & milestones, to be used in all documents, including DBE reports
 - a. PI # number = 0016629
 - b. GDOT programmed name = SR 9/SR 60 from SR 60BU to N of Yahoola Creek
 - c. GDOT contract ID number = C3OSA2501800-0
 - d. GDOT's NTP for Construction = 4/24/25
 - e. Federal funds authorized = 2/26/25
 - f. GDOT let date = 12/11/24
 - g. GDOT Construction agreement between GDOT and Dahlonega executed 4/15/25
14. Payments
 - a. DBE reports required for each consecutive month even if the DBE is the prime, not paid, or not working.
 - b. DBE report #1 is to be dated the month of GDOT's NTP for CST to Dahlonega. Last DBE report is the month time i stopped by GDOT and shall be marked "Final."
 - i. **Ex. if GDOT's NTP-CST issued May 2025, DBE report #1 will be dated 5/31/25. DBE report #2 will be dated 6/30/25. DBE report #3 will be dated 7/31/25, and so forth.**
 - ii. **Upon completion of all physical construction items, the final DBE report will be dated that month and year of said completion.**
 - c. Who is the responsible party to sign the contractor signature lines on the left-hand corner? – **Strickland**
 - d. Employees are to be W2; taxes withheld. Laborers and mechanics are to be paid weekly per FHWA 1273 and Davis Bacon Act. Original certified payroll is required for each week work is performed and to be kept at a Dahlonega location.
 - e. Who will be completing the certified payroll review form? – **H&L**
 - f. What is the anticipated date of each month that Strickland turns in in pay applications? – **25th of each month**
 - g. Who will be inspecting, verifying quantities, and approving pay applications? – **H&L**
 - h. What is the anticipated length of time to approve the pay application? – **3 to 4 business days**
 - i. What is the anticipated length of time for Dahlonega to issue a check? – **14 to 30 days (payment via ACH)**
 - j. Dahlonega's reimbursement package to GDOT.
 - i. Reimbursement packages to include the following:
 1. GDOT monthly invoices form
 2. GDOT monthly status report
 3. Pay application
 4. Proof of payment from Dahlonega to Strickland
 - During the Construction phase, scanned copy of the front side of the check is acceptable. During the Closeout phase, proof of payment will need to be a scanned copy of both the front and the back sides of the check.
 5. DBE monthly report
 6. Proof of payments from Strickland to DBEs (PDF copy of cleared check, both sides, required)
 7. Does the GDOT Area office require any additional items added to the reimbursement request? – **MSI to follow-up post-meeting**
 - ii. Who will be preparing and sending the reimbursement packages to be sent to GDOT? – **MB**
 - iii. What is the anticipated length of time to approve reimbursement packages? – **MSL to follow up post-meeting**
15. Dahlonega is required to maintain a daily project diary. Who will be maintaining that diary? – **Chris York**
16. Hard copy of project files to be maintained at a Dahlonega location. Where is that location? – **City Hall Public Works Administration Office**
17. Construction progress meeting (if applicable) – recommended
18. Questions or concerns

Preconstruction Meeting Minutes
SR 9/SR 60 from SR 60BU to N of Yahoola Creek
0016629 Lumpkin
4/25/25

- a. Question: Who are submittals supposed to go to for GDOT review? Response: MSL
 - b. Question: can Strickland receive DGNs of final plans? Response: WSP will process request.
 - c. Concern: If CEI contract between Dahlonge and H&L indicates H&L has a say in materials coordination, then all contracted parties must abide by those requirements. MSL noted, the CEI contract requirements do not override any standard or supplemental specifications by GDOT.
 - d. Concern: Project team to research post-meeting as to why a traffic control plan was not required
 - e. Other: Request for Information (RFI) submittals go to JC
 - f. Other: MSL received CST schedule
 - g. Other: anticipated start date for construction = May 2025
19. Next critical path items – Dahlonge's NTP-CST to Strickland, bridge shop drawings, precon meeting minutes review
20. Adjourn

The City of Dahlonge agrees to have all applicable files readily available at the appropriate location if/when an audit is conducted by GDOT/FHWA.

Local Government Representative Signature / Title / Date:  CITY ENGINEER 05/05/2025

GDOT Construction Project Manager Signature / Title / Date: Michael Lawing Senior Project Manager / 5/5/25

Preconstruction Sign In
SR 9/SR 60 from SR 60BU to N of Yahoola Creek
0016629 Lumpkin
4/25/25

Name	Title	Entity	Phone Number	Email
Michael Lawing	Senior Project Manager	Atlas / GDOT OPD	678-728-9056	michael.s.lawing@oneatlas.com
Mark Buchanan	City Engineer and Public Works Director	City of Dahlonega	706-482-2712	mbuchanan@dahlonega.gov
Chris York		City of Dahlonega		cyork@dahlonega.gov
Brittany Lee	Finance Technician	City of Dahlonega	706-482-2721	blee@dahlonega.gov
Vince Hunsinger		City of Dahlonega		vhunsinger@dahlonega.gov
Melanie Jones		City of Dahlonega		mjones@dahlonega.gov
Allison Martin		City of Dahlonega		amartin@dahlonega.gov
Lindsay Shiffman	Project Manager	WSP	813-520-4355	lindsay.shiffman@wsp.com
Yoseph Gebremariam	Structural Consultant	WSP		yoseph.gebremariam@wsp.com
Muhammad Humayon	Designer	WSP	770-421-3306	muhammad.humayon@wsp.com
Scott Kurz	Civil Engineer	WSP		scott.kurz@wsp.com
Nathan Hancock	Project Manager	Strickland & Sons Pipeline, Inc.	816-800-1379	nathan.h@sspipeline.net
Tamara Strickland	Contract Administration	Strickland & Sons Pipeline, Inc.		tamara.s@sspipeline.net
Rob Strickland	President	Strickland & Sons Pipeline, Inc.		rob.s@sspipeline.net
James Chapman	CEI Project Administrator	BBC Engineering, LLC dba Heath & Lineback	770-424-1668	jchapman@bcceng.com
Scott Kinzie		Square Deal		squaredeal1964@gmail.com

CONTRACT DOCUMENTS

**SR 9/ SR 60/ US 19/ MORRISON MOORE PKWY (FROM 60 BUS.
TO CR 189/ WIMPY MILL ROAD) PED. BRIDGE & SIDEWALK
IMPROVEMENTS**

G.D.O.T. P.I. 0016629

CITY OF DAHLONEGA, GEORGIA



APRIL 2025

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Dahlonega ("Owner") and STRICKLAND & SONS PIPELINE, INC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The Project consists of constructing a pedestrian bridge and sidewalk improvements on SR 9/SR 60 from SR 60BU to North of Yahoola Creek.

ARTICLE 3 – THE ENGINEER

- 3.01 The Project has been designed by **WSP Environment & Infrastructure, Inc.**
- 3.02 The Owner has retained **BCC Engineering, LLC dba Heath & Lineback** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payments as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Time: Days*

- A. The Work will be substantially completed within 548 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

- 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not substantially completed, and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving

in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages will be in accordance with GDOT Standard Specifications Section 108.08

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract.

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as **Exhibit A**.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 100% of the work (with no retainage held)

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRATOR'S REPRESENTATIONS

- 8.01 In order to induce the Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractor doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on
(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and three (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents,
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution therefore by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exceptional prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive)
 - 2. Performance bond (pages 8 to 10, inclusive)
 - 3. Payment bond (pages 11 to 13 inclusive)
 - 4. Other Bonds.
 - a. Bid Bond (pages 99 to 100 inclusive)
 - 5. General Conditions (pages 14 to 79 inclusive)
 - 6. Supplementary Conditions (pages 80 to 85 inclusive)
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached by incorporated by reference) consisting of 148 sheets with each sheet bearing the following general title: *SR 9/ SR 60/ US 19/ Morrison Moore Pkwy (From 60 BUS. to CR 189/ Wimpy Mill Road) Ped. Bridge & Sidewalk Improvements*
 - 9. Addenda (pages 233 to 234, inclusive)
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 86 to 232 inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MICELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each bind itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in completing for or in executing the Contract. For the purposes of this Paragraph 10.05.
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement,

This Agreement will be effective on April 7, 2025 (which is the Effective Date of the Contract).

OWNER: City of Dahlonega

JoAnne Taylor
By: JOANNE TAYLOR
Title: MAYOR

Attest: Rhonda P Hamard
Title: City Clerk

Address for giving notices:

Attn: City Manager
465 Riley Road
Dahlonega, GA 30533

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.

CONTRACTOR: STRICKLAND & SONS PIPELINE, INC.

Robert F. Strickland
By: Robert F. Strickland
Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

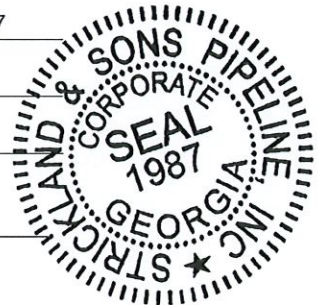
Attest: Tamara J Strickland
Title: Corporate Secretary

Address for giving notices:

1551 Fullenwider Road Gainesville GA 30507

License No.: UC300189
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



OMAT-LAP-1v10
Revised April 1, 2021

Initial Application _____
Revised Application _____
*Please put "X" to indicate if this is first request for approval or if revision to original request was made.

Federal-Aid Local Let Projects Materials Quality Assurance (Complete for ALL Federal-Aid Local Let projects)

SELECT ONE:

- ☒ Request GDOT to perform Materials Testing (Complete Section 1)
☐ Request Approval for Consultant Quality Assurance Materials Testing (Complete Sections 1 and 2)
☐ Testing not required – Explain _____

(Complete Section 1)

Section 1

Project Number/County: P1 0016629 LUMPKIN
GDOT Contract ID Number/Proposed Let Date: 9/2024
Project Description: SIDEWALK AND PEDESTRIAN BRIDGE

Local Government Responsible for Letting Project: CITY OF DAHLONEGA
Local Govt. Project Manager Contact Name & Number: MARK BUCHANAN 706-973-7801

706-482-2712

Section 2

GDOT Certified Technicians to be responsible for testing on the project:

1) Roadway Testing Technicians (RTT)- are required to perform field density testing on embankment, pipe backfill, subgrade and all asphalt layers, along with sampling misc. materials.

(consultant firm) has _____ (number of certified RTT Technicians)
on staff.

2) Concrete ** – GDOT Certified Concrete technician(s) are required to perform all field concrete testing (slump, air, cylinders)

(consultant firm) has _____ (number of certified Concrete Technicians) on staff.

**Please note if a Bridge or other major structure is involved: _____

NOTE: Labs performing any testing shall be accredited in the testing to be performed (i.e. AASHTO T-22 or ASTM C-39 for concrete cylinders) by the AASHTO Accreditation Program (AASHTO resource and/or CCRL).

3) Hot Mix Asphalt

GDOT specifications require the Contractor to perform mixture Acceptance testing at the plant. GDOT will perform Verification Testing at the asphalt plant as a part of the existing QPL process. The Local Government is responsible for notifying GDOT's Testing Management Operations Supervisor (TMOS) at least one week prior to start of work.

* Send completed form to State Materials Engineer or Testing Bureau Chief.

APPROVED: _____

State Materials Engineer

5/29/2024

Date

0010681 Lumpkin - Chestatee Street TE project
Preconstruction meeting agenda
September 21, 2017

1. Introductions made
2. Primary points of contact
 - 1) Owner: Dahlonga - Chris York
 - 2) CST Contractor: Vertical Earth (VE) – Russell Swafford
 - 3) GDOT Area Office: Area Engineer – Matt Needham & Roger Franklin
 - 4) GDOT TE program/ OPD: Moreland Altobelli - Felecia Basolo
3. GDOT project information – will need to included on DBE reports and other documentation
 - a. PI 0010681, Lumpkin County
 - b. Programmed name: South Chestatee St from CS 522/Choice St to CS 530/Church St
 - c. Contract ID number: E3OSA1701699-0
 - d. GDOT NTP to Dahlonga: 9/7/17
 - e. Dahlonga's NTP to VE: 9/20/17
 - f. Federal funds authorized: 6/6/2017
 - g. Let date: 7/21/17
 - h. TE Agreement executed 7/13/17 and expires 12/31/2018
 - i. 8/4/17 date Dahlonga & VE contract was executed expiration 270 days from Dahlonga's NTP
 - j. Executed subcontracts
 - 1) All subcontractors to be GDOT registered. DBEs must be registered and certified.
 - 2) Dahlonga is to approve all subcontractors before they perform the work. These approvals shall be documented and saved for the file.
 - 3) All contracts to have the following physically attached: EEO and drug free workplace, subcontractor residency, FHWA1273 pages 5/1/2012, GDOT specification 109.07.H, special provision dated 10/18/2013, contract provision cargo preference act 2/15/2016, appendix A – title VI compliance, notice of affirmative action, standard federal EEO specifications, prompt payment 11/1/2013, e-verify 11/01/2015 and Davis Bacon rates.
 - 4) Executed VE and Jake Martin & Son Contracts, Inc. contract
 - 5) Executed VE and Highway Services, Inc. contract
 - k. Construction plans delivered to District Construction Office and Area Office
4. Disadvantaged Business Enterprise (DBE) goal is 5%.
 - a. DBE documentation is required for anything which varies from the approved DBE form. DBEs submitted with bid results must perform their approved contracted work or a justification for any change must be accepted by Dahlonga and GDOT prior to any work related to the change be performed.
 - b. Dahlonga's EEO point of contact: Chris York and Mark Buchanan
 - c. VE's EEO point of contact: Russell Swafford
 - d. GDOT's EEO point of contact: Roslyn Hendrickson
5. Known construction concerns
 - a. Environmental Commitments - Historic Preservation Division (HPD) 50% and 100% site inspection. Contact Barbara Fisher at barbara.fisher@dnr.ga.gov or 770-389-7855, reference TE 170407-001. Historic features must be protected. Any proposed furnishings need to be sent to HPD for review.
 - b. Festivals/city events schedule distributed to all parties. 3rd weekend in October is Gold Rush.
 - c. Concerned property owners do exist.
 - d. Available parking for public use needs to be maintained at all times.
 - e. Normal work hours are 8:15am to 5:00pm
 - f. Utility locations or underground issues

0010681 Lumpkin - Chestatee Street TE project
Preconstruction meeting agenda
September 21, 2017

- 1) Georgia Power – relocation – Galen Davis asked for the date on the current set of plans which Chris York stated 12/2016. Galen asked for the current cadd drawings. Galen needs the sidewalk staked in order to start scheduling GPC's work. Galen estimates 3 days for the location and possibly 2 weeks for a crew to be on site.
 - 2) Windstream – cable and telephone – relocation
 - 3) AGL/Southern Gas and Dahlonega water & sewer are no anticipated conflicts
 - g. Worksite Traffic Control Supervisor (WTCS) must have a copy of Part 6 of the MUTCD with him at all times. All flaggers are required to be certified. Flaggers shall have proof of certification and a valid identification (photo i.d.) available any time they are performing flagger duties. All traffic control devices used on any project shall be NCHRP 350 compliant.
 - 1) VE WTCS: Andrew Young – 404-693-7941
 - 2) Paving companies will have their own WTCS
 - h. Dust control will need to be maintained. Erosion control must be maintained at all times.
 - i. Staging and storage areas. VE needs space for 3 to 4 pieces of equipment near the site.
 - j. EEO boards in English and Spanish need to be posted with Davis Bacon information and Title VI language. Contact Roslyn Hendrickson for more information.
 - k. Materials need to be on the Qualified Products List – No shop drawings anticipated.
 - l. Dahlonega on-site construction inspectors will be Dale Westmoreland and Chris York.
 - m. Construction progress meetings each month between Dahlonega and VE.
6. Payments
- a. Pay request/application from VE to Dahlonega anticipated 25th of each month.
 - b. Reimbursement items from Dahlonega to GDOT. GDOT monthly invoice form, GDOT monthly status report, pay request from VE, proof of payment from Dahlonega to VE, DBE monthly report, proof of payment from VE to DBE.
7. Construction Change Orders are not guaranteed and must be reviewed and approved by TE Project Manager and GDOT before in order to be considered eligible for reimbursement and meeting FHWA/GDOT requirements. Use GDOT's LAP contract modification forms.
8. Dahlonega responsibilities include but are not limited to: maintain project files, project diary, material testing, payrolls, GDOT labor interview form, GDOT certified payroll review form, Dahlonega must have a documented record of their measurement of quantities, erosion control inspection, review pay rolls, Commercially Useful Function (CUF) form, etcetera.
9. VE responsibilities include but are not limited to: maintain Davis Bacon certified payroll, send payrolls Dahlonega from all contractors/ subcontractors performing work, perform CUF, etcetera.
10. As built plans – Dahlonega is required to maintain and send a copy to the GDOT area office.
11. Anticipated start date is the last week in October. 2 weeks for locate and staking. Start on West Main Street then East Main Street then Chestatee Street (TE). Anticipated first invoice is 11/23. Anticipated completion date is early 2018 possibly late February or in March.

Attachment K
S CHESTATEE STREET TRANSPORTATION ENHANCEMENT PROJECT
GDOT PROJECT IDENTIFICATION # 0010681

CONTRACT

This agreement is made and entered into between the governing authority of City of Dahlonega, hereinafter referred to as "City of Dahlonega", a political subdivision of the State of Georgia, and VERTICAL EARTH, INC., hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment:

Contractor shall perform transportation enhancements on South Chestatee Street, between Choice Street and Church Street as fully described in the Invitation to Bid issued June 23, 2017. All work will be done in accordance with the 2013 standard specifications from the Ga. Dept. of Transportation (GDOT), the Manual on Uniform Traffic Control Devices, and by the special provisions contained in the bid documents for this project. The applicable GDOT specifications govern over any conflicting requirements that may be found in the Construction Agreement, General Conditions, and Supplemental General Provisions.

1. City of Dahlonega personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from City of Dahlonega. All work shall be completed no later than 270 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the City. The City shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the City.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the City, if the City reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (DOLLARS/CENTS)
005-0023	ADA RAMPS DOT DETAIL A2, A3, A4	EA	Included in sidewalk price according to plans
150-1000	TRAFFIC CONTROL	LS	9,264.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAPS	EA	250.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	0.50
165-0105	MAINTENANCE OF INLET SEDIMENT TRAPS	EA	75.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	3.50
210-0100	GRADING COMPLETE (UNCLASSIFIED)	LS	56,149.23
310-1101	GR AGGR BASE CRS, INC MATL	TON	28.07
402-3101	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE1, BLEND 1, INCL BITUM MATL & H LIME	TON	225.00
413-1000	BITUM TACK COAT	GL	8.00
441-0104	CONC SIDEWALK, 4 IN	SY	33.48
441-0106	CONC SIDEWALK, 6 IN	SY	43.49
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP2	LF	9.57
500-3107	CLASS A CONCRETE, RETAINING WALL	SY	6,736.78
500-9999	CLASS B CONC, BASE OR PYMT WIDENING	CY	224.00
550-1120	STORM DRAIN PIPE, 12 IN, H 1-10	LF	39.25
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	42.25
607-3000	STONE FACING	SF	40.00
610-2818	REM CONC SIDEWALK REM	SY	9.00
611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	EA	2,475.00
611-5551	RESET SIGN	EA	200.00
610-9001	REM SIGN	EA	100.00
639-1535	TREATED TIMBER POLE, CLASS 5, 35 FT	EA	N/A
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	0.61
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN YELLOW	LF	0.61

CONTRACT – Page 2 of 6

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE (DOLLARS/CENTS)
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	7.02
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	51.92
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	4.68
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	2.28
668-1100	CATCH BASIN, GP 1	EA	3,148.00
668-2100	DROP INLET, GP 1	EA	2,335.39
700-6910	PERMANENT GRASSING	AC	2,500.00

Payment shall be made according to the terms contained in the Invitation to Bid.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including; but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the City. Contractor shall not subcontract any work without the express written consent of the City. The City must approve all subcontractors.

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold City of Dahlonega harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

G. Documents Deemed Part of Contract:

Unless otherwise modified by the Contract, the City of Dahlonega's Invitation to Bid issued June 23, 2017, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated therein.

The following documents must be physically incorporated in each construction contract and subcontract. The contractor (or subcontractor) must insert these forms in each subcontract and further require their inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services.)

- Form FHWA-1273, Required Contract Provisions, Federal-Aid Construction Contracts, Revised May 1, 2012
- Special Provision, Required Contract Provisions, Federal-Aid Construction Contracts, First Use October 18, 2013
- Special Provision, Required Contract Provisions, Federal-Aid Highway Program, Cargo Preference Act Requirements, Effective 2-15-2016
- Appendix A, Notice to Contractors, Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts
- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
- Standard Federal Equal Employment Opportunity Construction Contract Specifications
- Special Provision, Prompt Payment, First Use November 01, 2013
- Required Contract Provisions, Buy America, First Use November 1, 2013, and Convict Produced Materials, First Use November 1, 2013
- Georgia Security and Immigration Compliance Act Affidavit, Revised 11/01/2015
- Applicable Davis Bacon wage rate determination

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State of Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

I. Dispute Resolution:

City of Dahlonega and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

The City of Dahlonega reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the City without penalty to City of Dahlonega. The City of Dahlonega shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the City may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the City, the Contractor will be paid by the City for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

2. If Contractor hires a Sub-contractor to work in a drug-free work place, Contractor shall secure from that Sub-contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's

employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it 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.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

VERTICAL EARTH, INC.

6025 MATI HWY

CUMMING, GA 30028

and to City of Dahlonega at the following address:

Attn: Bill Schmid, City Manager
465 Riley Road
Dahlonega, Georgia 30533.

This Contract is made and entered into this 4th day of AUGUST, 2017.

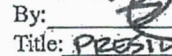
City of Dahlonega:

Contractor:

 MAYOR
PROTEMPER

Gary McCullough, Mayor
City of Dahlonega

Company Name VERTICAL EARTH, INC.

By: 

Title: PRESIDENT

Bruce Hoffman, Mayor Pro Tempore

Attest:

[Corporate Seal]


City of Dahlonega Clerk

CONTRACT - Page 6 of 6

Title VI/Nondiscrimination Policy

Policy Statement:

The City of Dahlonega values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the City believes that the best programs and services result from careful consideration of the needs of all of its communities and when those communities are involved in the transportation decision making process. Thus, City of Dahlonega does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the City will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Complaint Procedures:

The City has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability, family or income status in any of the City's programs, services or activities may file a complaint with the City Title VI/Nondiscrimination Coordinator:

Ms. Mary Csukas
Nondiscrimination Coordinator
465 Riley Road
Dahlonega, Georgia 30533
mcsukas@dahlonega-ga.gov
Phone: 706-482-2710
Fax: 706-864-4837

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint makes a verbal complaint of discrimination to any officer or employee of the recipient, the person shall be interviewed by the Nondiscrimination Coordinator. The Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days.

The Title VI/Nondiscrimination Coordinator will respond to the complaint within ten (10) calendar days and will take reasonable steps to resolve the matter. The complainant will be informed of the action taken or proposed action to process the allegation. Should the City be unable to satisfactorily resolve a complaint, the City will forward the complaint, along with a record of its disposition to the appropriate District of the Georgia Department of Transportation (GDOT).

Within sixty (60) days, the Coordinator will conduct and complete an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the City Attorney. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report findings.

Within ninety (90) days of receipt of the complaint, the City Attorney will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with the Department of Transportation, or the Federal Highway Administration, if they are dissatisfied with final decision rendered by the State.

The City's Title VI Coordinator has access to the Mayor and is not required to obtain Council or other approval to discuss discrimination issues with the Mayor. However, should the complainant be unable or unwilling to complain to the City, the written complaint may be submitted directly to Georgia Department of Transportation (GDOT). GDOT will serve as a clearing house, forwarding the complaint to the appropriate state or federal agency:

Georgia Department of Transportation
ATTN: Title VI Complaint Processing
600 West Peachtree, NW
Atlanta, Georgia 30308

ADA/504 Statement:

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services and activities.

The City will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The City will make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by the disabled community and disability service groups.

The City encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the City will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the City asks that requests be made at least thirty (30) calendar days prior to the need for accommodation.

Questions, concerns, comments or requests for accommodation should be made to the City's ADA Officer:

Ms. Mary Csukas
Title VI Coordinator
465 Riley Road
Dahlonega, GA 30533
mcsukas@dahlonega-ga.gov
Phone: 706-482-2710
Fax: 706-864-4837

Public Involvement:

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the City must have the input of its public. The City spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. The City holds a number of transportation meetings, workshops and other events designed to gather public input on project planning and construction. Further, the City attends and participates in other community events to promote its services to the public. Finally, the City is constantly seeking ways of measuring the effectiveness of its public involvement.

Persons wishing to request special presentations by the City; volunteer in any of its activities or offer suggestions for improvement of City public involvement may contact:

Ms. Mary Csukas
Title VI Coordinator
465 Riley Road
Dahlonega, GA 30533
mcsukas@dahlonega-ga.gov
Phone: 706-482-2710
Fax: 706-864-4837

Assurances:

Every four years, or commensurate with a change in City executive leadership year, the City must certify to FHWA and GDOT that its programs, services and activities are being conducted in a nondiscriminatory manner. These certifications are termed 'assurances' and serve two important purposes. First, they document the City's commitment to nondiscrimination and equitable service to its community. Second, they serve as a legally enforceable agreement by which the City may be held liable for breach. The public may view the annual assurance on the City website or by visiting the City's offices.

OMAT-LAP-1v7
Revised July 13, 2016

Initial Application X
Revised Application _____
*Please put "X" to indicate if this is first request for approval or if revision to original request was made.

Federal-Aid Local Let Projects Materials Quality Assurance (Complete for ALL Federal-Aid Local Let projects)

SELECT ONE:

- ☒ Request GDOT to perform Materials Testing (Complete Section 1)
☐ Request Approval for Consultant Quality Assurance Materials Testing (Complete Sections 1 and 2)
☐ Landscaping Project – Testing not required – (Complete Section 1)

Section 1

Project Number/County: 0010681 / Lumpkin
 GDOT Contract ID Number/Proposed Let Date: E3OSA1701699-0 / 07/21/17
 Project Description: South Chestatee St from CS 522/Choice St to CS 530/Church St
 Local Government Responsible for Letting Project: City of Dahlonega
 Local Govt. Project Manager Contact Name & Number: Mr. Bill Schmid / (706) 864-6133

Section 2

GDOT Certified Technicians to be responsible for testing on the project:

1) Roadway Testing Technicians (RTT)- are required to perform field density testing on embankment, pipe backfill, subgrade and all asphalt layers, along with sampling misc. materials.

List GDOT Certified Roadway Testing technician(s) who will be performing testing:

GDOT RTT Cert. #	Expiration Date	Name/ Employer

2) Concrete **– GDOT Certified Concrete technician(s) are required to perform all field concrete testing (slump, air, cylinders)

List who will be performing concrete testing & GDOT certification number:

GDOT Concrete Cert. #	Expiration Date	Name/ Employer

Attach additional sheets as necessary.

**Please note if a Bridge or other major structure is involved: N/a

NOTE: Labs performing any testing shall be accredited in the testing to be performed (i.e. AASHTO T-22 or ASTM C-39 for concrete cylinders) by the AASHTO Accreditation Program (AMRL and/or CCRL).

3) Hot Mix Asphalt

GDOT specifications require the Contractor to perform mixture Acceptance testing at the plant. GDOT will perform Verification Testing at the asphalt plant as a part of the existing QPL process. The Local Government is responsible for notifying GDOT's Testing Management Operations Supervisor (TMOS) at least one week prior to start of work.

*send completed form to Testing Bureau Chief, Rick Douds @ Office of Materials & Testing.

APPROVED: _____

State Materials Engineer

06-27-17

Date



July 17, 2018

Russell Swafford
Vertical Earth, Inc.
6025 Mall Hwy
Cumming, Georgia 30028

SUBJECT: FINAL INSPECTION

The final inspection was performed on project 0010681 July 12, 2018. Project description is Construction of South Chestatee Street from CS 522/Choice Street to CS 530/ Church Street.

The final inspection team consisted of Felecia Basolo, PE GDOT Office of Program Delivery Consultant, Mark Buchanan, PE City of Dahlonega Engineer, Chris York, Special Projects Manager, City of Dahlonega, Russell Swafford, Project Manager, Vertical Earth, Inc., Jimmy Howell, Superintendent, Vertical Earth, Inc.

All items complete no punch list.

If you have any comments or questions, please contact me at 706-499-6877.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris York'.

Chris York
Special projects manager

CDY:cdy

Cc: Jerry Thomason, DOT
Felecia Basolo, PE



Attachment 16

Office of Procurement

Certifies that

Brittany Lee

Has successfully completed all requirements for

Engineering and Design Procurement Policy and Procedure

CEU 12

DATE: June 11, 2025

Macon Office

SCORE: 92%

A handwritten signature in blue ink, appearing to read "Spencer B. Lord", is written over a horizontal line.

Spencer B. Lord
Assistant Chief Procurement Officer
– Quality Assurance & Compliance

A handwritten signature in blue ink, appearing to read "Maria L. Roux", is written over a horizontal line.

Maria L. Roux
Chief Procurement Officer



Office of Procurement

Certifies that

Allison Martin

Has successfully completed all requirements for

Engineering and Design Procurement Policy and Procedure

CEU 12

DATE: September 24, 2025

Atlanta Office

SCORE: 95%

A handwritten signature in blue ink, appearing to read "Spencer B. Lord", is written over a horizontal line.

Spencer B. Lord
Assistant Chief Procurement Officer
– Quality Assurance & Compliance

A handwritten signature in blue ink, appearing to read "Maria L. Roux", is written over a horizontal line.

Maria L. Roux
Chief Procurement Officer

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

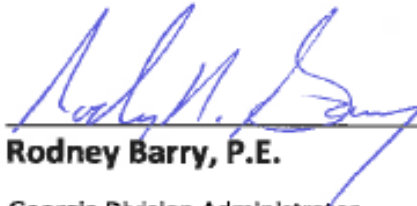
PROCUREMENT MANUAL

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



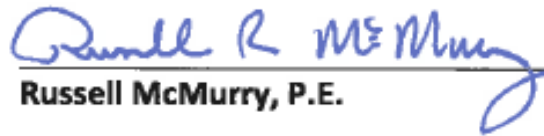
Approved by FHWA

Approved by GDOT



Rodney Barry, P.E.

Georgia Division Administrator
Federal Highway Administration



Russell McMurry, P.E.

Georgia Department of Transportation
Commissioner

6/30/16
Date

6-22-16
Date



U.S. Department of Transportation
Federal Highway Administration



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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

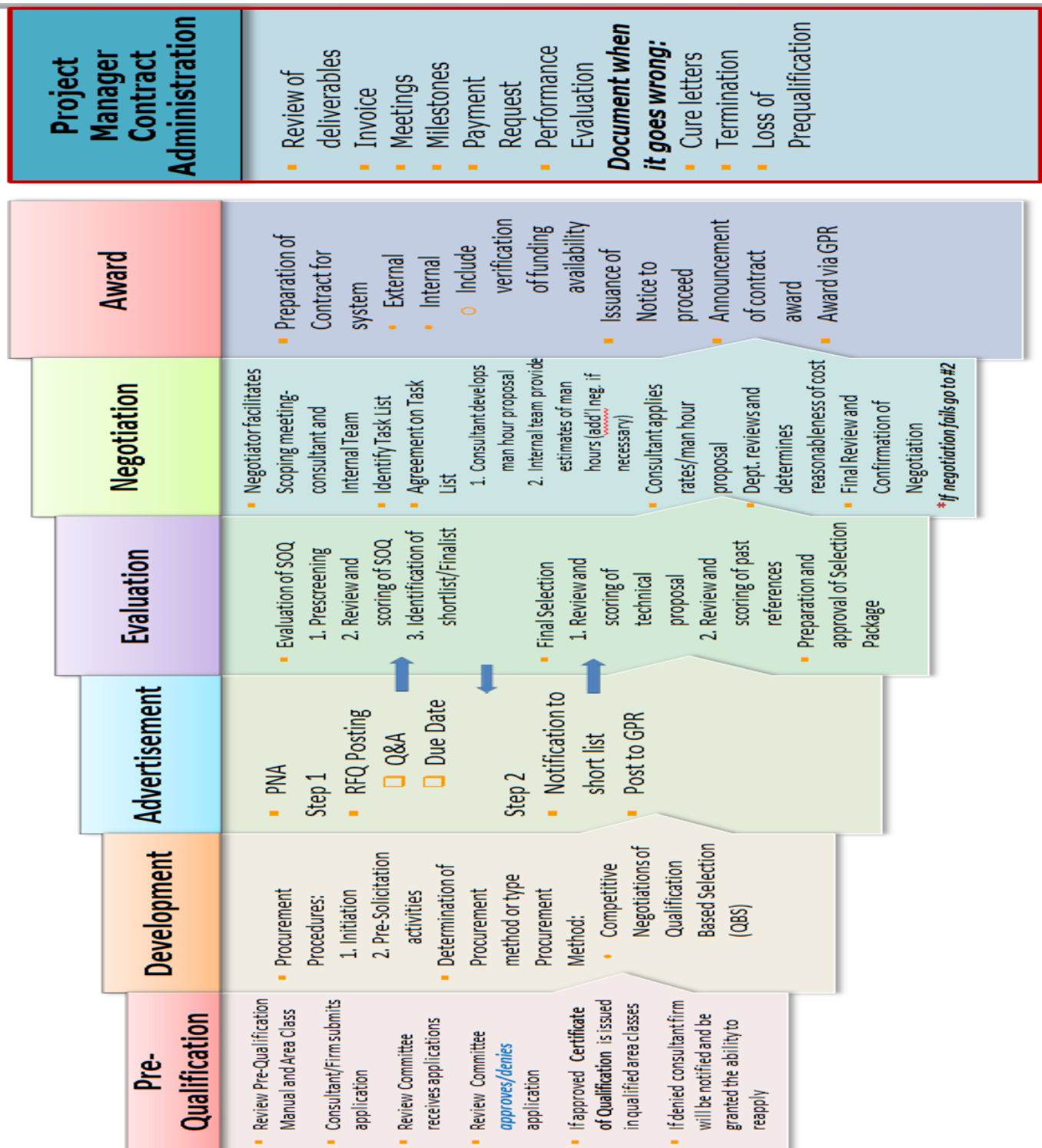
State Regulations

- 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.

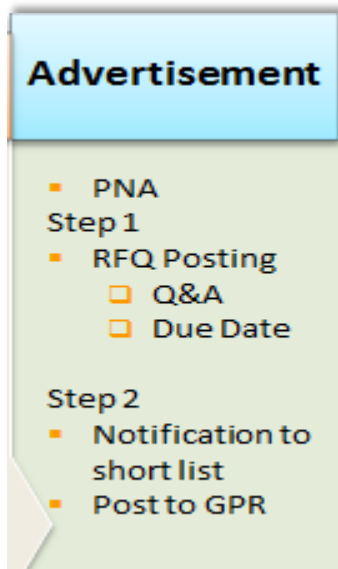
c) Developed Evaluation Criteria Weighting:

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.

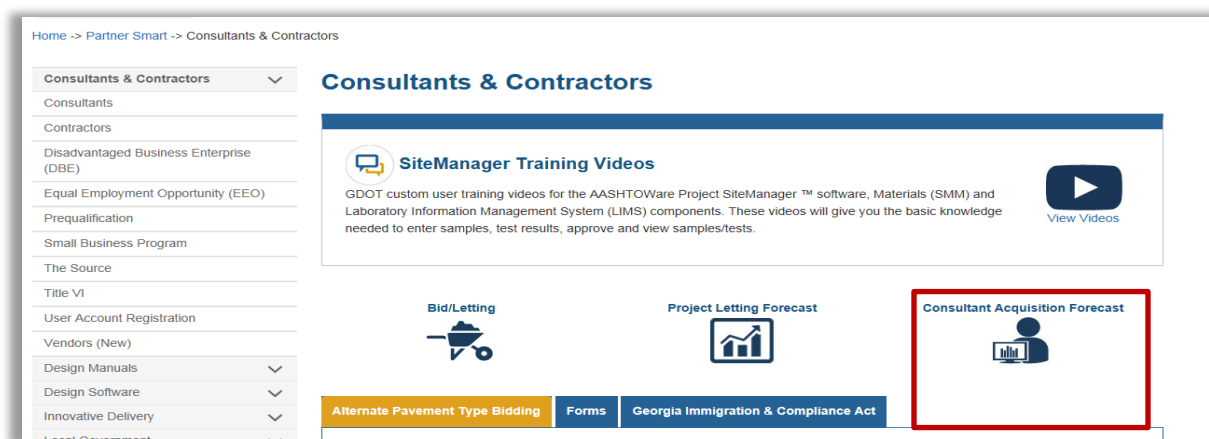
Stage 3 - Advertisement



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 OCONEE 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

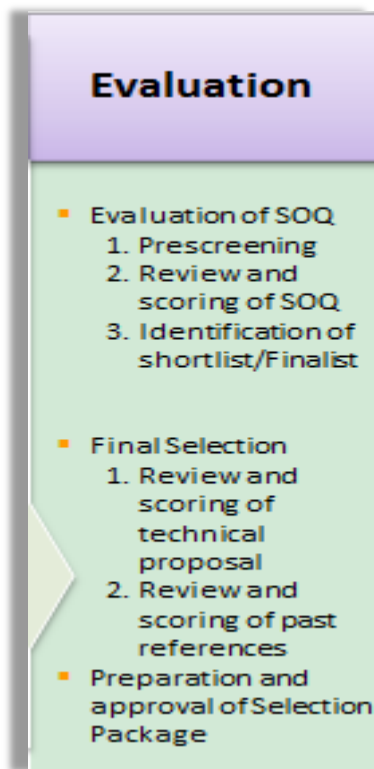
3.6.1 Notice to Finalist

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) criterions, 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 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.

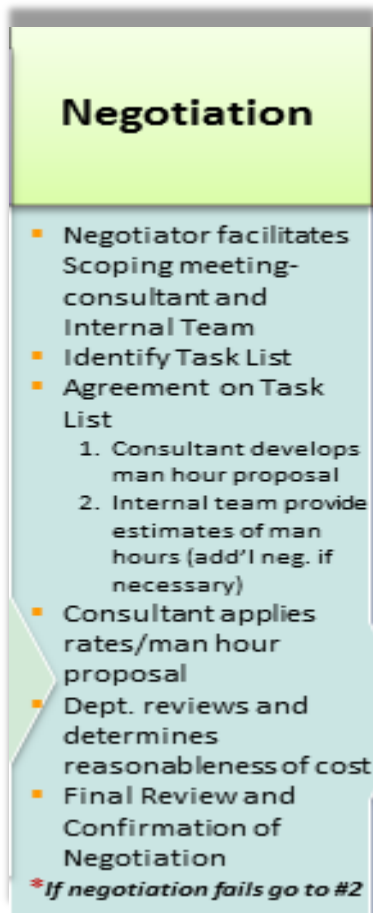
Upon approval and obtaining signatures from the Procurement Administrator and the appropriate Division Director, the CS will prepare the Notification of Award.

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

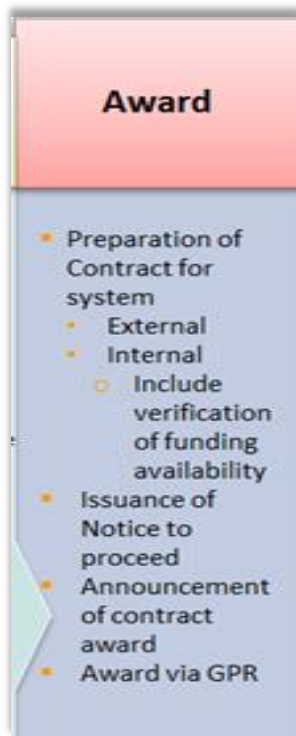
work included within the scope of services of the original solicitation from which qualifications based selection was made. For any additional engineering and design, related services outside of the scope of services established in the original request for qualifications, GDOT will procure these services 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 CFR, 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.

Resolution 2019-07

**ADOPTION OF GDOT PROCUREMENT POLICY FOR THE PROCUREMENT,
MANAGEMENT AND ADMINISTRATION OF ENGINEERING AND DESIGN
RELATED CONSULTANT SERVICES**

Short Title: Adoption of GDOT Procurement Policy

WHEREAS, the City of Dahlonega Mayor and City Council desires to approve the adoption of the Georgia Department of Transportation (GDOT) Procurement Policy on May 16, 2019, as shown in "Attachment A"; and,

WHEREAS, the City desires to utilize and abide by the policies and procedures specified in the Procurement Manual, as shown in "Attachment B" appended hereto and made a part of this Resolution.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Dahlonega, Georgia approve and authorize the adoption of the GDOT Procurement Policy and authorize the transmittal of a letter substantially consistent in form to "Attachment A".

ADOPTED this 4th day of June, 2019.

CITY OF DAHLONEGA, GEORGIA

By: _____

Sam Norton, Mayor

Attest: _____

Mary Csukas, City Clerk



{Insert Date}

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

Attn: Spencer Lord
Asst. Chief Procurement Officer-QA Compliance
Georgia Department of Transportation
Office of Procurement

The [city/county] affirms that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands 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/County/Municipality] agrees with and confirms:

_____ 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

- _____ 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
- _____ That *if* it has adopted GDOTs 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/County/Municipality] agrees with and confirms that while exceptions may be requested for best practices, exceptions to regulatory requirements will not be considered.
- _____ 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.
- _____ 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.
- _____ 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/County/Municipality] agrees with and confirms:

- _____ The understanding of GDOT's prequalification process and its purpose as related to federally funded engineering and design related services.
- _____ 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.
- _____ 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/County/Municipality] agrees with and confirms:

- _____ 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.
- _____ 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.
- _____ 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.
- _____ Solicitations will ensure that area classes and scope are related and that there is associated scope for every area class required.
- _____ Area Classes and/or Scope which is not included in the Solicitation prior to its closing are not eligible to be added later.
- _____ 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.
- _____ 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.
- _____ 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)
- _____ 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
- _____ Each Solicitation will indicate contract and payment types.
- _____ Each Solicitation will include the selection criteria and associated weights in solicitation.
- _____ 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.
- _____ 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.
- _____ 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).

- _____ 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/County/Municipality] agrees with and confirms:

- _____ It has published the solicitation as required by state law to the Georgia Procurement Registry.
- _____ 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))
- _____ If adopting GDOT policies and procedures, it understands posting requirements of GDOT.
- _____ That all posting requirements will be met.
- _____ 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.
- _____ 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/County/Municipality] agrees with and confirms:

- _____ It understands the role and responsibilities of the Selection Committee.
- _____ All members of the selection committee are qualified as per FAR 36.602-2
- _____ All selection committee members have been provided with training and instructions on how to provide scores and comments.
- _____ Evaluations will be conducted in two (2) phases.
- _____ Phase 1 evaluations will result in the shortlist to begin Phase 2.
- _____ 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.
- _____ 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.

- _____ 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/County/Municipality] agrees with and confirms:

- _____ Professional services contracts and Consultant Services Contracts are to be procured as specified in the Federal Brooks Act, 40 U.S.C 1104(a).
- _____ It can provide the scope of the contract and a supporting task list to start negotiations.
- _____ 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.
- _____ 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.
- _____ 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.
- _____ 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.
- _____ Understanding of the different elements which may require negotiations.
- _____ 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/County/Municipality] agrees with and confirms:

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

Contract Administration 23 CFR 172.9

[City/County/Municipality] agrees with and confirms:

- _____ All contract provisions have been included in the contract in accordance with 23 CFR 172.9(c).
- _____ The understanding and compliance with assigning a **Responsible Charge** who is a fulltime, government employee - 23 CFR 172.9(d).
- _____ 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.
- _____ 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.
- _____ Any modifications will be negotiated in the same manner and formality as the original agreements.
- _____ 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.
- _____ 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/County/Municipality] agrees with and confirms:

- _____ 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.

(Affix signatures and seal)



City Council Agenda Memo

DATE: 10/20/2025
TITLE: Equipment Purchase Kubota SVL97-3HFCC
PRESENTED BY: Troy Armstrong or Mark Buchanan
PRIORITY Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

Staff seeks approval to purchase a Kubota SVL97-3 with Mulch Head attachment.

HISTORY/PAST ACTION

This is a FY2026 Budgeted Item.

FINANCIAL IMPACT

This item has a budget of \$86,000. Mason Tractor is offering this skid steer through Sourcewell pricing for \$79,056.56 after trade in.

RECOMMENDATION

Approval of purchase of skid steer from Mason Tractor in accordance with the attached quote.

SUGGESTED MOTIONS

"...motion to approve purchase of skid steer from Mason Tractor in accordance with their quote dated 10/09/25.

ATTACHMENTS

Mason Tractor quote dated 10/09/25.



Mason Tractor Company



P.O. Box 458
Blue Ridge, GA 30513
(706) 632-3777

P.O. Box 166
Cumming, GA 30028
(770) 887-6119

1374 Hwy 76 West
Hiawassee, GA 30546
(706) 970-3077

P.O. Box 2589
McDonough, GA 30253
(770) 957-3370

P.O. Box 2623
Norcross, GA 30091
(770) 582-0377

P.O. Box 810
Perry, GA 30169
(478) 987 1173

1275 Carrollton Villa
Rica Hwy
Villa Rica, GA 30180
(678) 952-2037

Name	CITY OF DAHLONEGA			All quotes are only valid through the last day of the quote date month and may only be extended with approval from salesman.	Date	10/9/2025		
Address					Salesman	MATT		
Cell/LL					Email			
Email					Cell			
N/U	Description	Serial	Stock	Cash	Finance			
N	KUBOTA SVL97-3HFCC			\$119,056.56				
	W/ LOFTNESS 61BSQ44B2 MULCH HEAD							
Customer Signature		Yes	No	SUBTOTAL		\$119,056.56	\$0.00	
☒		☐	☐	Sales Tax		0.0%	\$0.00	
**Disclaimer: Total figure on Finance column does not include UCC1 Filing Doc fee, Insurance, Down Payment or Extended Warranty - Those costs are determined on the finance quote or contract.		See Page 2 for Trade In		TOTAL		\$119,056.56	\$0.00	
Mason Tractor Company				TOTAL		\$119,056.56	\$0.00	
Trade In Description		Serial	Stock	Cash	Finance			
				\$28,000.00				
KUBOTA SVL95-2								
NEW HOLLAND TN75 WITH BOOM MOWER				\$12,000.00				
Special Notes:		Trade In Total		\$40,000.00	\$0.00			
		Trade Difference		\$79,056.56	\$0.00			
		Sales Tax		0.0%	\$0.00	\$0.00		
		Total		\$79,056.56	\$0.00			
				Customer Signature				
				☒				
		**Disclaimer: Total figure on Finance column does not include UCC1						



Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 11254-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

SVL97-3HFCC WEB QUOTE #2915636

Date: 10/6/2025 9:21:49 AM

-- Customer Information --

Armstrong, Troy
29752
City of Dahlonga
matt@masontractorco.com
706-973-1738

Quote Provided By
MASON TRACTOR & EQUIPMENT CO.,
INC.
Matt Smith
2510 DAHLONEGA HWY
CUMMING, GA 30040
email: matt@masontractorco.com
phone: 7708876119

-- Standard Features --

-- Custom Options --



Kubota

S Series

SVL97-3HFCC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Final Tier 4 Certified Kubota Diesel Engine
Electronic Travel Torque Management System
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS/FOPS
Optional enclosed and pressurized cab with A/C
High Back, Adjustable, Vinyl, Suspension Seat
Heated, Air Suspension Seat
Standard on Cab Models
2" Retractable Seat Belt And 2-Piece Seat Bar
12V Electric Outlet
23.1 gpm Auxiliary Hydraulics
Standard, 41.2 gpm Option
Case Drain Line
Rigid Mounted Undercarriage, 5 Lower Track Rollers
High Grip Rubber Tracks, 17.7" Standard
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Variable Displacement Pumps
KubotaNOW Telematics Standard
Lockable DEF Cap Guard
Hydraulic Joystick Controls
ISO Operating Pattern
Dial Knob and Foot Throttle Controls
Decelerator Pedal
Stall Guard Engine Controls
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Key Switch Stop System
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperature, DEF, and Fuel Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap

BASIC UNITS

SVL97-3HFCC, 17.7" Rubber Tracks,
Open ROPS/FOPS Cab w/ Cold-weather CCV Package,
Hydraulic Quick Coupler, Flow Auxiliary Hydraulics, KSR
OPERATIONAL
DIMENSIONS
Operating Weight* 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler
11,676 lbs.
Rated Operating Capacity (ROC) @ 35%
of Tipping Load complies with ISO 14397-1
and SAE J 818) 3,511 lbs.
Rated Operating Capacity (ROC) @ 50%
of Tipping Load 4,850 lbs.
Tipping Load 9,700 lbs.
Auxiliary Hydraulics Flow 23.1/41.2 gpm
Travel Speed (Low / High) 5.5 / 8.4 mph
Reach @ Maximum Height 40.7"
Height to Hinge Pin 128.6"
Ground Pressure 4.5 psi.

* Includes operator's weight, 175 lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
96.4 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.1"
Width (without attachment) 77.2"
Length (without attachment) 123.7"
Length of Track on Ground 65.6"

SVL97-3HFCC Base Price: \$101,953.00

Selected Kubota Attachments

(1) SPECIAL APPL DOOR KIT CLOSED CAB S6861-SPECIAL APPL DOOR KIT CLOSED CAB	\$3,930.00
(1) HOSE STAY FOR SSV/SVL MODELS S6763-HOSE STAY FOR SSV/SVL MODELS	\$115.00
(1) AT&T TIER 3 TELEMATICS MODEM DCU6770-AT&T TIER 3 TELEMATICS MODEM	\$475.00
Total Kubota Attachments:	\$4,520.00
Total Attachments:	\$4,520.00
Configured Price:	\$106,473.00
Sourcewell Discounts:	
Kubota Items:	(\$25,553.52)
Total Discount:	(\$25,553.52)
SUBTOTAL:	\$80,919.48
Kubota Item Fees:	
Dealer Assembly:	\$18.33
Freight Cost:	\$718.75
PDI:	\$400.00
LOFTNESS 61BSQ44B2	\$37,000.00

Total Unit Price: \$119,056.56

Quantity Ordered: 1

Final Sales Price: \$119,056.56

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.





City Council Agenda Memo

DATE: 10/20/2025
TITLE: Equipment Purchase Kubota M5 Utility Cab Tractor
PRESENTED BY: Troy Armstrong or Mark Buchanan
PRIORITY Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

Staff seeks approval to purchase a Kubota M5 Utility Cab Tractor with heavy duty side arm attachment.

HISTORY/PAST ACTION

This is FY2026 Budget Item.

FINANCIAL IMPACT

This item has a budget of \$150,000. Mason Tractor is offering this tractor through Sourcewell pricing for \$148,859.90

RECOMMENDATION

Approval of purchase of tractor from Mason Tractor in accordance with the attached quote.

SUGGESTED MOTIONS

"...motion to approve purchase of tractor with side arm attachment from Mason Tractor in accordance with their quote dated 10/09/25.

ATTACHMENTS

Mason Tractor quote dated 10/09/25

Quote #:	Q-44024		Contract:	Sourcewell TK - NJ Piggyback M4018
Prepared By:			Freight Terms:	
E-Mail:			Credit Terms:	
Quoted On:	10/9/2025	Expires On:	Dealer PO #:	
Sales Order #:			End User PO #:	

Bill To:	City of Dahlonaga	Invoice:	
Ship To:	MASON TRACTOR & EQUIPMENT CO - BLUE RIDGE (TK)	Loading Dock:	
		ETA:	

Tractor Information:

Make:	Kubota	Station:	Cab	Front Tire:	320/85R24
Model:	M5-111HDC12-1	Axle:	4WD	Rear Tire:	460/85R30

TRACTOR,KUBOTA M5-111HDC12,C/4

QTY	PART #	DESCRIPTION	List Price	% Discount	Extended Price
1	30002996208-PCRW	M5-111HDC12-1, 320/85R24 and 460/85R30 R1W tires	\$84,896.00	15	\$72,161.60
		Totals:			\$72,161.60

KB21

QTY	PART #	DESCRIPTION	List Price	% Discount	Extended Price
1	30004302100	KB21 Boom, Joystick	\$53,746.00	15	\$45,684.10
1	30002990662	60" Heavy Duty Rotary, Blade Bar, Swivel	\$23,440.00	15	\$19,924.00
1	30002963038	Factory Mounting	\$9,872.00	15	\$8,391.20
1	30002996964	Joystick Mount Kit, C4 M5-091 and M5-111	\$0.00		\$0.00
1	30000888190	Freight Add to Invoice	\$2,699.00	0	\$2,699.00
		Totals:			\$76,698.30

Notes: Terrain King KB21 with 60in Rotary factory mounted oto Kubota M5-111.
Sourcewell Contract

TOTAL:USD 148,859.90

Signature: _____

Date: _____

Unless otherwise stated, this quote will expire 90 days after the issue date.*

- 1) The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX
- 2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
- 3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin Texas and delivery is sometimes subject to change due to conditions beyond the control of Alamo Industrial
- 4) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 5) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.





City Council Agenda Memo

DATE: 10/14/2025
TITLE: JWS Contract Renewal
PRESENTED BY: Allison Martin, City Manager
PRIORITY Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

HISTORY/PAST ACTION

Jarrard Water Services (John Jarrard's company) has provided part-time consulting services to the water and wastewater departments of the City since January 1, 2020. This is an annual contract in the amount of \$4,871.90 per month, or \$58,462.80 annually. As discussed during the budget, this contract will sunset in two to three years going to a consultant, as needed basis as we fill and train the Director of Utilities position.

FINANCIAL IMPACT

Included in the FY26 budget for the Water/Sewer Fund.

RECOMMENDATION

Approve the accompanying contract renewal. There is a bona fide need for John's continued work for the City. John's involvement is material to ongoing discussions regarding increasing water sales, future capital projects, shifts John covers for vacations and illness of staff, and ongoing mentoring he provides to water and wastewater plant staff.

SUGGESTED MOTIONS

n/a

ATTACHMENTS

JWS Contract 2025 (FY26)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into this _____ day of _____, 2025, to be effective October 1, 2025 ("Effective Date"), by and between the City of Dahlonega ("City") and Jarrard Water Services, Inc., located at 12 Jarrard Drive, Dahlonega, Georgia 30533 ("Service Provider").

WHEREAS, the City wishes to obtain the professional services of the Service Provider, and;

WHEREAS, the Service Provider has the knowledge, skill, and capability to perform such services for the City.

NOW THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. Services. The Service Provider is hereby retained by the City. The Service Provider agrees to provide the services set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services").
2. Services Requirements. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill, and judgment of Service Provider. Service Provider shall furnish competent personnel for the fulfillment of its obligations. If the City deems Service Provider personnel unsatisfactory to perform Service due to a failure by such personnel to comply with the terms and conditions imposed on Service Provider as set forth herein, such personnel shall be removed immediately.
3. Payment. The City agrees to pay the Service Provider monthly at \$4,871.90, for Services completed in accordance with the terms of this Agreement. Service Provider shall not incur or charge the City any other fees or expenses without the prior written authorization of the City. Performance beyond the limitations set forth in this Agreement (either financial or time) shall be at the sole risk and responsibility of the Service Provider, and the City shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.

4. Insurance. Insurance requirements are specified in Exhibit A attached hereto.
5. Licenses. License requirements are specified in exhibit A attached hereto.
6. Term. The term of this Agreement shall commence on the Effective Date and expire at the end of the City's fiscal year (September 30), unless this Agreement is otherwise extended. Service Provider may terminate this agreement by providing thirty (30) days' written notice to the other party.
7. Restriction on Competing Activities. During the term of this Agreement and continuing during any renewal of this Agreement, Service Provider shall not engage in consulting and advisory services for any entities operating a water or wastewater system within twenty miles of the current City of Dahlonega water treatment plant without providing a minimum thirty days' notice to and obtaining the subsequent written consent of the City of Dahlonega. Excepted from this prohibition is the existing contract between the Service Provider and the U.S. Army installation commonly known as Camp Merrill or the Ranger Camp.
8. Annual Increase. Should there be no change to the Scope of Work, the Service Provider shall be entitled to an increase in the monthly rate for services provided in an amount not to exceed the percentage of funds set aside to provide compensation increases to City employees in the Fiscal Year the contract, or extension, is in force.
9. Entire Agreement. This Agreement, including the exhibit attached hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to these Services to be rendered hereunder. Any additional, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this agreement and the terms of any Exhibit hereto or any purchase order or other documents issued by the City or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.
10. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

THE CITY OF DAHLONEGA

By: _____

Name: Allison Martin

Title: City Manager

JARRARD WATER SERVICES, INC.

By: _____

Name: John A. Jarrard

Title: CFO, CEO & Secretary

APPROVED AS TO FORM:

REVIEWED BY:

By: _____

Name: J. Douglas Parks

Title: City Attorney

By: _____

Name: JoAnne Taylor

Title: Mayor

EXHIBIT A SERVICES

1. Scope of Services

- Provide management services to the City as to City departments numbered 32, 35, 37, and 38, for the existing water and wastewater plant operations.
- Provide a biweekly status review of the plant operations.
- Provide project management services for new capital improvements and repairs of existing facilities.
- Provide onsite training for supervisors and operators.
- Collect historic operations data, plant drawings, and previous reports and correspondence.
- Generate Meeting Agenda documentation for City elected officials and staff and prepare government reporting documents.
- Meet with City staff to discuss and agree to the projected demands and to identify the City's desire to plan for growth including additional "reserve capacity" to facilitate other unspecified further growth.
- Conduct on-site meetings to gather additional information and review how the plant is currently operated and make recommendations on how to improve efficiency with either operational changes and renovations or with new improvements.

2. Insurance Requirements:

- General Liability (\$1,000,000 Minimum per accident)
- Professional Errors and Omissions (\$1,000,000 minimum per accident)
- Automotive (\$100,000 minimum)
- Worker's Compensation (\$500,000) if required. Owner of JWS not covered under Worker's Compensation.

3. License Requirements:

- Georgia Class 1 Water Treatment License
- Georgia Class 1 Wastewater Treatment License
- Georgia Driver's License (Class "C" minimum requirement)



City Council Agenda Memo

DATE: 10/15/2025
TITLE: Agreement for Tourism Development Services – 2026
PRESENTED BY: Allison Martin, City Manager
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Agreement for Tourism Development Services – 2026

HISTORY/PAST ACTION

The City contracted with the newly created Convention and Visitor's Bureau (CVB) last year for tourism development services. The city staff recommend contracting again with the CVB. The contract remains the same using the percentage of proceeds method less the city's statutorily allowed administration fee of 3% as outlined in the statutes regarding hotel motel taxation.

FINANCIAL IMPACT

The proceeds have a legal statute regarding the distribution of funds. This is an authorized use and is included in our operating budget.

RECOMMENDATION

It is the recommendation of staff to approve the contract as submitted.

SUGGESTED MOTIONS

n/a

ATTACHMENTS

Draft contract

AGREEMENT FOR TOURISM DEVELOPMENT SERVICES

This Agreement entered into as of _____, 2025, by and between the City of Dahlonega, a Georgia Municipal Corporation, (the “City”), and the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc., a private sector nonprofit 501(c)(6) corporation under the laws of Georgia (the “CVB”) is as follows:

WHEREAS, the City may expend funds subject to the following limitations:

Notwithstanding the provisions of paragraph (1) of this subsection, a municipality...may levy a tax under this code section at a rate of 5 percent. A municipality...levying a tax pursuant to this paragraph shall expend (in each fiscal year during which the tax is collected under this paragraph) an amount equal to the amount by which the total taxes collected under this Code section exceed the taxes which would be collected at a rate of 3 percent for the purpose of (a) promoting tourism, conventions, and trade shows; ... Amounts so expended shall be expended only through a contract or contracts with... a private sector nonprofit organization, or through a contract or contracts with some combination of such entities, except that amounts expended for purposes (C) and (D) may be so expended in any otherwise lawful manner.

O.C.G.A. 48-13-51(a)(3).

WHEREAS, the City may expend funds for promoting tourism; and

WHEREAS, such expenditures are permissible pursuant to a contract with a private sector nonprofit organization; and

WHEREAS, the CVB is a private sector nonprofit organization exempt from income tax under IRC 501(c)(6) which is willing and authorized to expend such funds for the purpose of promoting tourism in Dahlonega, Georgia as provided by law; and

NOW, THEREFORE, in consideration of the premises herein, the parties agree as follows:

1) **Compensation and related details.**

- i. During the term of this Agreement, the City agrees to provide in consideration for the services rendered certain restricted funds to be derived from the proceeds of the hotel-motel tax. The monthly sum provided shall be 43.75% of the proceeds received for the prior month. The term proceeds as referenced in this paragraph shall be certain funds collected from the levy of the hotel-motel tax by the City less the City’s administrative fee of 3% of the funds collected, and the term restricted shall mean the funds shall be used exclusively for Tourism, Convention and Trade Show purposes as same are used in Title 48 Chapter 13 Article 3 of the Georgia Code.
- ii. The CVB shall, in consideration of the tax funds referenced above, provide bi-monthly financial reports to the City by the 30th day of each calendar month following a board meeting in a form mutually agreeable to both the CVB and the

City. These reports will be used by the City in part to ascertain the CVB's compliance with the terms of this Agreement and with O.C.G.A. Section 48-13-51(9)(A). The City may in its sole discretion require during the term of this Agreement additional financial information from the CVB, including specific receipts, copies of checks, deposits, and other similar items. The CVB shall also deliver a copy of its annual Form 990 and annual financial audit with findings and management comments as well as the QuickBooks documentation required by the City's designated auditors before the 180th day following the CVB fiscal year being audited.

- iii. By executing this Agreement, the CVB hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement and will further expend such funds in full compliance with the City ordinances and state laws. The CVB agrees to defend, indemnify, and hold harmless the City from and against all claims that arise therefrom, including reasonable attorney's fees and court costs of the City.
 - iv. During the term of this contract and during each renewal term, if any, the CVB shall deliver its "cost allocation analysis" to the City of Dahlonega for the next succeeding contract year, including tourism budgets, advertising plans, and projected CVB budgets and such other information sufficient to the satisfaction of the City for it to adopt a budget plan specifying how the proceeds of such tax are to be expended. These efforts, and special CVB tourism promotions if any, shall be reviewed by the City as part of the City's budget process and may be amended at the discretion of the City in consultation with the CVB. The City may then determine and adopt a Tourism Development Services Contract budget plan to be made a part of the City budget plan. Special projects of the CVB, if any, including major renovations or multiyear elements of the work program, may then be identified and budgeted as part of the annual budget process with the City.
- 2) **Expenditure Solely for Promoting Tourism.** Tourism involves traveling to experience and learn about the places, attractions, and activities in the City of Dahlonega, Georgia. All hotel/motel tax sums received by the CVB from the City shall be expended for the purpose of promoting tourism within one year, and solely for the benefit of the City and only as follows:
- i. Promoting and stimulating tourism in Dahlonega to increase leisure visitor volume, overnight stays, visitor spending, and economic impact through the promotion and distribution of the City's travel products to the travel trade; and
 - ii. Promoting conventions, events, and trade shows, which includes planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, events, or trade shows; and
 - iii. The promotion of recreational, cultural, historic, and natural resources of Dahlonega to attract both leisure and group visitors to Dahlonega;
- Tourism promotion efforts must involve the following elements:

- i. The CVB will employ one full-time Executive Director to administer, initiate, and monitor all advertising/marketing campaigns for the City; and
 - ii. This employee will be expected to attend tourism training and be an active member in tourism organizations, regional trails, and heritage programs, that will help promote the City of Dahlonega as a leisure and group travel destination, convention and meeting location, and a cultural heritage center of the Northeast region, and to appear both quarterly and on request before the Mayor and the City Council at a public meeting to discuss the CVB's operation and finances.
 - iii. A staffed Welcome Center that will provide an outlet for promotional materials and a place to help with information about activities in Dahlonega and provide restroom facilities for the public. Hours of operation of the Welcome Center shall be approved by the City. It is expected that the traditional hours as follows shall be maintained: Hours of operation of the Welcome Center will be 10:00 a.m. – 5:00 p.m. Monday-Friday, 10:00 a.m. – 5:00 p.m. Saturday, and 10:00 a.m. – 5:00 p.m. on Sunday. The Welcome Center and public restrooms may be open longer during peak season(s) and weekends. Any reduction of these hours will need to be approved by the City.
- 3) **Audit Verification.** The CVB shall provide audit verification, as described below, to the City and demonstrate that the CVB uses the funds solely and exclusively for the purpose of promoting tourism in conformance with this Agreement. Reports are due 180 days following the end of the CVB's fiscal year. Failure to file the required report may compromise the CVB's status to receive grant funds.
 - a. The CVB shall provide a cost allocation schedule for overhead costs associated with the use of CVB facilities for tourism activities. The audit verification shall include a Line-item Detailed Expense Report to the City identifying and describing each item funded with hotel/motel tax revenues including all direct and indirect costs. Detailed invoices shall be retained in compliance with the City's retention schedule and will be available for review at the CVB offices. The City Clerk shall provide a copy of the retention policy upon request.
 - b. At the end of the fiscal year, the CVB shall internally perform this audit verification and provide to the City a Detailed Annual Report that conveys each item funded with hotel/motel tax. Every third year, the CVB shall hire an outside agency to perform a full audit in lieu of its annual internal review and submit the findings in a report to the City.
- 4) **Audits of Lodging Properties.** The City shall periodically perform unannounced audits of one, some, or all lodging properties in the City. These may be undertaken by an outside agency. Such lodging property audits shall be paid for from new tax funds collected

incident to the audit process or from hotel-motel tax collections, prorated between the CVB and the City based on the revenue sharing agreement in place at the time of payment not to exceed a cost of \$5,000.00 for the CVB's share.

- 5) **Use of Jointly Owned Facility.** The CVB occupies a building provided to it in part by the City. The CVB shall maintain insurance on the building's contents and liability insurance satisfactory to the City. A copy shall be furnished to the City together with a certificate of insurance at the time of execution of this contract and upon each renewal. The CVB shall pay all monthly routine operational bills including but not limited to electricity, internet, telephone and water. The CVB shall also provide paper supplies, hand soap and related items for proper operation of restrooms. The building may be inspected by the City at any time.
- i. In lieu of rent, the CVB shall perform all needed upkeep and maintenance of the interior of the building from Tourism and non-tourism monies based upon a functional analysis of the expense. Exterior maintenance and major repairs will be paid in equal thirds by the CVB, the City, and Lumpkin County. A contingency fund of no less than \$6,000 and no more than \$12,000 will be maintained by the CVB for this purpose. The CVB will obtain approval from the City and Lumpkin County prior to making any modifications to the building. Should a maintenance bill not be paid on time, or cited maintenance not be performed as suggested by the City's inspection within the time specified, the said bill will be paid by the City after consultation with the CVB. The amount of the bill or maintenance cost will be subtracted from the next available City hotel/motel revenue payment to the CVB. The value of the rent shall be reflected in the CVB's annual audit and Form 990.
- 6) **Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered on the date of receipt. The rejection or other refusal to accept or inability to deliver because of a changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.
- i. City of Dahlonega.
Attn: Allison Martin
465 Riley Road
Dahlonega, Georgia 30533
 - ii. Dahlonega-Lumpkin County Convention and Visitor's Bureau
Attn: Sam McDuffie
13 S Park Street
Dahlonega, GA 30533

- 7) **Term, Renewal and Termination.** The term of this contract shall commence on January 1, 2026 and end on December 31, 2026. This agreement shall automatically renew on the first day of the calendar year that immediately follows the current Agreement term. Either party may terminate the Agreement at the end of its annual term and bar automatic renewal by written notice to the opposing party's notice address listed in paragraph 6, provided such written notice is postmarked no later than sixty (60) days prior to the end of the current annual term.
- 8) **Assignment.** The parties hereto may not assign, sublet, or transfer their interest in and responsibilities under this agreement without the prior written approval of all parties hereto.
- 9) **Georgia Law.** It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms, and the interpretation of the rights or duties of the parties.
- 10) **Severability.** In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remained hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.
- 11) **Reasonable Cooperation.** On and after the date of this agreement, both parties shall, at the request of the other, make, execute, and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.
- 12) **Time.** Time is and shall be of the essence under this agreement.
- 13) **Binding Authority.** The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 14) **Integration.** This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. This agreement shall not be modified or amended except by a written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.
- 15) **Compliance with Law, Responsibility for Transmission of Meeting Records.** By executing this Agreement, the CVB acknowledges it may be a contracted organization, receiving 33% or more of its total operating budget from hotel/motel tax, and if so, is subject to the Open Meetings Act (O.C.G.A. 50-15-1 et. Seq) and Open Records Act

(O.C.G.A. 50-18/70 et. Seq.). The CVB will provide the City a copy of Committee/Board meeting notices, agendas and supporting documents, and minutes from each and every meeting reflecting a report of the Convention and Visitor's Bureau activities and official actions taken by the governing body.

IN WITNESS WHEREOF, the parties have signed this Agreement under their hand and seal on the date set forth above.

CITY OF DAHLONEGA, GEORGIA

Acting by and through its Duly Elected
Mayor and City Council

By: _____
JoAnne Taylor

Title: Mayor

Date: _____

Attest: _____
City Clerk

DAHLONEGA-LUMPKIN COUNTY
CONVENTION AND VISITORS
BUREAU INC.

By: _____
Sam McDuffie

Title: Executive Director

Date: _____

City of Dahlonega 2026 Holiday Calendar

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	Monday, January 1
Martin Luther King Day	Monday, January 19
Memorial Day	Monday, May 25
Independence Day	Friday, July 3
Labor Day	Monday, September 7
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Friday following Thanksgiving	Friday, November 27
Christmas Eve	Thursday, December 24
Christmas Day	Friday, December 25



CITY OF DAHLONEGA

City Council Meeting Minutes

October 06, 2025, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision - Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

CALL TO ORDER

Mayor Taylor called the Regular Meeting to order at 6:00 p.m. with the following Councilmembers present: Bagley, Brown, Gaddis, Reagin, and Shirley; Councilman Ariemma was absent.

INVOCATION AND *PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

(**The Pledge of Allegiance will be led by Finnley and Sawyer Simpson*)

The Invocation was led by Councilman Brown and the Pledge of Allegiance to the American Flag was led by Finnley and Sawyer Simpson.

APPROVAL OF AGENDA

There was a motion by Councilman Gaddis and a second by Councilman Reagin to approve the Agenda as presented.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

APPROVAL OF CONSENT AGENDA

There was a motion by Councilman Shirley and a second by Councilman Bagley to approve the Consent Agenda as presented.

1. Reappointment of Derrell West to the Public Housing Authority
JoAnne Taylor, Mayor
2. Amendment 49 to Ordinance 75-1, Water and Sewer Rates
Allison Martin, City Manager
3. Contract for Banking Services with United Community Bank
Kimberly Stafford, Finance Manager

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

The following individuals addressed the Council during Public Comments:

Ken Corbin
Gal Dowsett
Tom Gordineer

APPROVAL OF MINUTES

There was a motion by Councilman Gaddis and a second by Councilman Shirley to approve the Regular Meeting of September 2, 2025 Minutes; the Public Hearing of September 15, 2025 Minutes; the Work Session of September 15, 2025 Minutes; the Special Called Meeting and Executive Session of September 15, 2025 Minutes; and, the Special Called Meeting of September 26, 2025 Minutes.

- a. Regular Meeting of September 2, 2025
Rhonda Hansard, City Clerk
- b. Public Hearing of September 15, 2025
Rhonda Hansard, City Clerk
- c. Work Session of September 15, 2025
Rhonda Hansard, City Clerk
- d. Special Called Meeting and Executive Session of September 15, 2025
Rhonda Hansard, City Clerk
- e. Special Called Meeting of September 26, 2025
Rhonda Hansard, City Clerk

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

- 1. Recognition of Katy Joy Beller for orchestrating UNG's First Saturday of Service on August 16, 2025
Mark Buchanan, City Engineer

Mayor Taylor and the Council recognized Katy Joy Beller for orchestrating UNG's First Saturday of Service on August 16, 2025; Ms. Beller was not in attendance.

No Council action was taken.

ANNOUNCEMENTS

There were no *Announcements*.

CITY REPORTS

- 2. August 2025 - Financial Report
Allison Martin, City Manager

Allison Martin, City Manager, addressed the Council and presented the August 2025 - Financial Report.

Mayor Taylor reminded attendees that the City's Financial Reports are available for public viewing on the City's website.

There was a motion by Councilman Shirley and a second by Councilman Brown to accept the August 2025 - Financial Report.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

ORDINANCES AND RESOLUTIONS

There were no *Ordinances and Resolutions*.

CONTRACTS AND AGREEMENTS

3. Award of Project 2025-010 (North Grove Street Phase 2) to Hasbun Construction, LLC in the not to exceed amount of \$408,749.99 with approval of the associated Contract Vince Hunsinger, Capital Projects Manager

Vince Hunsinger, Capital Projects Manager, addressed the Council and confirmed that the price of \$408,749.99 includes a 15% contingency.

There was a motion by Councilman Gaddis and a second by Councilman Reagin to approve the request as presented, including a 15% contingency.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

4. Flow Monitoring Support Proposal - Water Sewer Master Plan Component
Allison Martin, City Manager

Allison Martin, City Manager, addressed the Council and confirmed that staff recommends approval of the Flow Monitoring Support Proposal as part of the Water and Sewer Master Plan; she confirmed that the project will provide accurate flow monitoring data to strengthen the City's master planning efforts. Manager Martin stated that the Proposal addresses data gaps identified by Hazen & Sawyer in the City's sewer collection system.

There was a motion by Councilman Shirley and a second by Councilman Brown to approve the Flow Monitoring Support Proposal as presented by Manager Martin.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

5. 2026 Employee Insurance Renewal
Allison Martin, City Manager
Strategic Priority - Communication

Allison Martin, City Manager, addressed the Council and stated that the City historically participated in GMA's Insurance Pool for health, vision, and dental benefits. Manager Martin explained that the proposal from Cigna offers a ten percent (10%) premium reduction and administrative credit to support wellness programming. With the GMA Wellness Grant terminating, Manager Martin confirmed that staff recommends using \$7,000 for continued health education and \$500 to assist employees who meet their annual deductible.

There was a motion by Councilman Gaddis and a second by Councilman Shirley to approve the change in insurance carrier to Cigna with the inclusion of the recommended allocations.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

OTHER ITEMS

6. Suspension of enforcement of the City's Open Container Laws in the Hancock Park area for the *Spirits Tavern Halloween Party and Fundraiser* beginning at 8:00 p.m. and ending at 11:00 p.m. on October 31, 2025

Sarah Waters, Assistant City Clerk

Mayor Taylor stated that this event has previously occurred in the Park and supports a worthy cause.

There was a motion by Councilman Bagley and a second by Councilman Reagin to suspend enforcement of the City's Open Container Laws in the Hancock Park area for the Spirits Tavern Halloween Party and Fundraiser beginning at 8:00 p.m. and ending at 11:00 p.m. on October 31, 2025.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

7. Adoption of a Resolution authorizing Affidavit concerning the Executive Session of September 15, 2025

Rhonda Hansard, City Clerk

There was a motion by Councilman Reagin and a second by Councilman Gaddis to adopt a Resolution authorizing Affidavit concerning the Executive Session of September 15, 2025.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

Rhonda Hansard, City Clerk, was absent; there were no comments.

City Manager Comments

Allison Martin, City Manager, announced that the first session of the Lumpkin-Dahlongega Transportation Study will occur on October 7 and October 28; the Georgia Mountains Regional Commission's (GMRC) Council will hold its regular monthly meeting on October 30 at Pinetree Recreation Center; final asphalt paving on Park Street is scheduled to occur October 16 and October 17; and, that the Pedestrian Bridge is following schedule and is as far along as it can be at the current time.

City Attorney Comments

Doug Parks, City Attorney, had no comments.

City Council Comments

Councilman Gaddis thanked staff for the provided update regarding Park Street and requested that future, large-scale projects include incentives for contractors that complete work ahead of schedule.

Councilman Reagin announced that he had retrieved the email from Mr. Ken Corbin from his junk folder and that he would soon reply to the message.

Councilman Shirley spoke of ongoing traffic concerns; commended City staff for their outstanding work during last Friday's events and noted the large positive attendance by citizens.

Councilman Bagley acknowledged Mr. Ken Corbin's traffic concerns; announced that he is looking forward to seeing children walk safely to school with the addition of new sidewalks; and, commended staff on the ten percent (10%) health insurance savings and the full rollback in the Budget.

Councilman Brown reiterated the comments regarding traffic improvements and expressed appreciation for the updates regarding the health insurance savings and Budget rollback.

Mayor Comments

Mayor Taylor encouraged everyone to attend the Lumpkin Literacy Spelling Bee on October 7.

ADJOURNMENT

There was a motion by Councilman Bagley and a second by Councilman Brown to adjourn the Regular Meeting.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma), and the Regular Meeting was adjourned at 6:36 p.m.

Guideline Principles - The City of Dahlonega will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare...for ALL!



CITY OF DAHLONEGA

City Council Public Hearing Minutes

October 20, 2025, 4:00 PM

Gary McCullough Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision - Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

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CALL TO ORDER

Mayor Taylor called the Public Hearing to order at 4:00 p.m. with all Councilmembers present.

APPROVAL OF AGENDA

There was a motion by Councilmember Gaddis and a second by Councilmember Shirley to move Public Hearing 2. to be heard prior to Public Hearing 1. and to approve the Agenda as amended.

Motion carried unanimously.

PUBLIC HEARING

1. REZN 25-06 Rezoning: The Overlook of Dahlonega, LLC, by Warren Welch - Applicant and Emerling Resources, LLC - Property Owner, seeks to rezone 83.505 acres fronting on the south side of Dawsonville Highway (State Route 9/ State Route 52) across from Clay Creek Falls Road from PUD (Planned Unit Development District) to PUD (Planned Unit Development District). Proposed use: Mixed Use Development (132 detached single-family lots; 136 townhome lots; and, 17,000 square feet of commercial building space) (development of regional impact #4518) - Land Lots 681, 718, 719, 720, 752, and 753; District 12; 1st Section; Lumpkin County; Map/Parcels 045-063 and 045-066; 550 and 497 Dawsonville Highway
Doug Parks, City Attorney

(This Item was heard following Public Hearing 2.)

Doug Parks, City Attorney, addressed the Council and declared the Public Hearing open.

Speaking in favor:

Warren Welch (applicant; provided a presentation)
Vic Dover

Speaking in opposition:

Ken Martin

Stuart Greene
Tom Gordineer

Warren Welch, applicant, provided rebuttal to the comments stated by those who spoke in opposition.

Attorney Parks declared the Public Hearing closed.

The Council held a discussion to include inquiring about additional details of the proposed project.

Mr. Welch was recognized and addressed the Council. He stated that he anticipates the project to be completed during Quarters three and four of 2026; that he does not intend to revert this project back to senior housing; and, he described the location of proposed sidewalks by using the project's displayed rendering.

Allison Martin, City Manager, addressed the Council and confirmed that she will follow up with the Georgia Mountains Regional Commission (GMRC) regarding the DRI and with the Georgia Department of Transportation regarding alignment. Manager Martin provided an explanation of a DRI and confirmed that the school system is included in the process and has the ability to reply.

No Council action was taken.

2. REZN 25-05: Candida Petite, Applicant, and East Cherokee Estates LLC through its subsidiary Dahlonaga Carriage House LLC, Property Owner, seeks B3 (Historical Business District) zoning for 0.2 acres on 11 Grove St, Dahlonaga GA 30533. Proposed use: B3 permitted uses. Current zoning is CBD (Central Business District) - Land Lot 985; 12th District; 1st Section; Lumpkin County; Map/Parcel D11-078
Doug Parks, City Attorney

(The Council voted unanimously, during Approval of Agenda, to move this Item to be heard prior to Public Hearing 1.)

Doug Parks, City Attorney, addressed the Council and declared the Public Hearing open.

Speaking in favor:

Candida Petite (applicant)

Speaking in opposition:

None

Attorney Parks declared the Public Hearing closed.

No Council action was taken.

ADJOURNMENT

There was a motion by Councilman Bagley and a second by Councilman Ariemma to adjourn the Public Hearing.

Motion carried unanimously, and the Public Hearing was adjourned.

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CITY OF DAHLONEGA

City Council Work Session Minutes

October 20, 2025, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

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CALL TO ORDER

Mayor Taylor called the Work Session to order at 5:15 p.m. with the following Councilmembers present: Ariemma, Bagley, Gaddis, and Shirley; Councilmembers Brown and Reagin were absent.

APPROVAL OF AGENDA

There was a motion by Councilman Gaddis and a second by Councilman Shirley to approve the Agenda as presented.

Motion carried with four members in favor (Ariemma, Bagley, Gaddis, and Shirley) and two members absent (Brown and Reagin).

BOARDS AND COMMITTEES

1. Cemetery Committee Report - September 2025
Mark Buchanan, City Engineer

Mark Buchanan, City Engineer, confirmed that there was nothing new to report regarding the Cemetery Committee.

No Council action was taken.

Councilman Brown arrived at 5:16 p.m.

DEPARTMENT REPORTS AVAILABLE AT: <https://dahlonega.gov/government/departments-reports/>

The Council held a discussion to include inquiring whether the new housing permits in the Community Development Report were year-to-date; traffic controls on Auraria Road; and, the write-offs of uncollectable accounts.

Mark Buchanan, City Engineer, addressed the Council and stated that he can float the idea of traffic controls on Auraria Road to the Georgia Department of Transportation (GDOT).

Allison Martin, City Manager, addressed the Council and confirmed that she has already mentioned traffic controls to GDOT. Mayor Taylor confirmed that the possibility of a temporary

signal was mentioned to GDOT and that they did not want to entertain it; Manager Martin stated that she has re-addressed it.

Manager Martin clarified that the write-offs represent balances of old City accounts submitted to collections that are no longer deemed viable.

2. Community Development - September 2025
Allison Martin, City Manager
3. Finance and Administration - September 2025
Kimberly Stafford, Finance Manager
4. Police - September 2025
George Albert, Chief of Police
5. Public Works - September 2025
Mark Buchanan, City Engineer
6. Water and Wastewater Treatment - September 2025
John Jarrard, Water/Wastewater Treatment Director

No Council action was taken.

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

There were no *Appointments, Proclamations, and Recognitions*.

PRESENTATIONS

7. Dahlonega-Lumpkin County Convention & Visitors Bureau Q3 Tourism Review
Executive Director, Dahlonega-Lumpkin County Visitors Bureau

Sam McDuffie, Dahlonega-Lumpkin County Visitors Bureau Executive Director, addressed and provided a presentation to the Council.

The Council held a discussion to include sharing Airbnb experiences and whether downtown stores are stocking merchandise that customers really want.

Mr. McDuffie addressed the Council stating that he was not certain what merchandise stores sell, and that there is currently a trend in the family market and the Bureau is exploring ways to tap into it.

ORDINANCES AND RESOLUTIONS

There were no *Ordinances and Resolutions*.

AGREEMENTS AND CONTRACTS

8. Approval of the following documents with the Georgia Department of Transportation (GDOT) regarding the City's 2025 Locally Administered Project (LAP) Recertification with authorization for the Mayor to execute documents in furtherance of same: Confirmation of Understanding; Adoption of GDOT Procurement Policy; and, LAP Recertification Policy
Mark Buchanan, City Engineer

Mark Buchanan, City Engineer, addressed the Council.

Without exception, the Council agreed to place this Item under the Consent Agenda of the next Regular Meeting. No formal action was taken.

[Clerk's Note: the next Regular Meeting of the City Council will occur on November 3, 2025.]

9. Quote #2915636 from Mason Tractor & Equipment Co., Inc. in the amount of \$79,056.56 for the purchase of a Kubota SLV97-3 (Skid Steer) with Mulch Head attachment
Troy Armstrong, Streets, Parks and Cemeteries Supervisor / Mark Buchanan, City Engineer

Troy Armstrong, Streets, Parks, and Cemeteries Supervisor, addressed the Council. Mr. Armstrong addressed the concern of price stating that this purchase will replace an old skid steer and will allow City staff to mill roads and load rock; he confirmed that the department uses the equipment frequently enough to justify a purchase for ownership rather than renting.

Without exception, the Council agreed to place this Item under the Consent Agenda of the next Regular Meeting. No formal action was taken.

[Clerk's Note: the next Regular Meeting of the City Council will occur on November 3, 2025.]

10. Quote Q-44024 from Mason Tractor & Equipment Co., Inc. in the amount of \$148,859.90 for the purchase of a Kubota M5 Utility Cab Tractor with Heavy Duty Side Arm attachment
Troy Armstrong, Streets, Parks and Cemeteries Supervisor / Mark Buchanan, City Engineer

Troy Armstrong, Streets, Parks, and Cemeteries Supervisor, addressed the Council. Mr. Armstrong stated that the current piece of equipment City staff is using is over twenty years old and is repaired annually.

Allison Martin, City Manager, addressed the Council and confirmed that risk management is encouraging all local governments to move towards enclosed cabs.

Without exception, the Council agreed to place this Item under the Consent Agenda of the next Regular Meeting. No formal action was taken.

[Clerk's Note: the next Regular Meeting of the City Council will occur on November 3, 2025.]

11. Professional Services Agreement with Jarrard Water Services, Inc. (JWS) in the amount of \$58,462.80 (\$4,871.90 per month) for consulting services to the Water and Wastewater Departments
Allison Martin, City Manager

Allison Martin, City Manager, addressed the Council and explained that this Agreement is a renewal of the existing Agreement and includes a three percent Cost of Living Adjustment (C.O.L.A.). Manager Martin stated that this Agreement will move to an as-needed basis in the future and that John Jarrard currently reports to the City Manager.

Without exception, the Council agreed to place this Item under the Consent Agenda of the next Regular Meeting. No formal action was taken.

[Clerk's Note: the next Regular Meeting of the City Council will occur on November 3, 2025.]

12. Agreement for Tourism Development Services with the Dahlonega-Lumpkin County Convention and Visitors Bureau, Inc. (CVB)
Allison Martin, City Manager

Allison Martin, City Manager, addressed the Council and explained that this Agreement is a renewal of the existing Agreement.

Without exception, the Council agreed to place this Item under the Consent Agenda of the next Regular Meeting. No formal action was taken.

[Clerk's Note: the next Regular Meeting of the City Council will occur on November 3, 2025.]

OTHER ITEMS

13. 2026 Holiday Calendar
Rhonda Hansard, City Clerk

Rhonda Hansard, City Clerk, addressed the Council; the proposed 2026 Holiday Calendar was displayed.

The Council held a discussion regarding incorporating federal holidays. Mayor Taylor confirmed that since the Budget was already adopted, adding additional holidays could skew the adopted numbers.

No Council action was taken.

14. 2026 City Council Meeting Schedule
Rhonda Hansard, City Clerk

Rhonda Hansard, City Clerk, addressed the Council.

The Council held a discussion to include whether to hold a Work Session on December 21, 2026, and whether to move all 2026 Work Sessions to occur closer to Regular Meetings.

Without exception, the Council directed Allison Martin and Rhonda Hansard to provide their pros and cons of moving all Work Sessions.

No Council action was taken.

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

Rhonda Hansard, City Clerk, had no comments.

City Manager Comments

Allison Martin, City Manager, announced that the ISO Community Survey begins on October 21; she will be attending the Community Planning Institute (CPI) hosted by the Georgia Department of Community Affairs next week; the City was approved into the Georgia Initiative for Community Housing (GICH); the City was awarded one of two tap grants applied for; the Pedestrian Bridge Project was going well; and, while trees may not get planted until spring, the Park Street Project was nearing a close.

City Attorney Comments

Doug Parks, City Attorney, had no comments.

City Council Comments

Councilman Ariemma requested that the 2026 Holiday Calendar and 2026 City Council Meeting Schedule be added to the next Consent Agenda. Mayor Taylor recommended leaving the Meeting Schedule under *Other Items* for the next Regular Meeting.

Councilman Bagley thanked staff for the hard work put into the Park Street Project and announced that Gold Rush was a fantastic event.

Councilman Brown echoed Councilman Bagley's comment regarding Gold Rush and asked Allison Martin, City Manager, whether changing the 2026 Holiday Calendar would influence the adopted Budget. Manager Martin announced that employees are paid time and a half when they work on holidays, and that she would like additional time to research the effects.

Councilman Gaddis announced that he appreciated City staff and their hard work and, although the new equipment is a lot of money, he feels that staff deserve it and is glad that the Council is approving it.

Councilman Shirley agreed with comments regarding Gold Rush and equipment for the City. He reminded everyone that the Transportation Study was occurring on October 28.

Mayor Comments

Mayor Taylor announced that the City was awarded two Safety Grants, and that GICH and the Transportation Study will be two important events for the City's future.

ADJOURNMENT

There was a motion by Councilman Shirley and a second by Councilman Brown to adjourn the Work Session.

Motion carried with five members in favor (Ariemma, Bagley, Brown, Gaddis, and Shirley) and one member absent (Reagin), and the Work Session was adjourned at 6:10 p.m.

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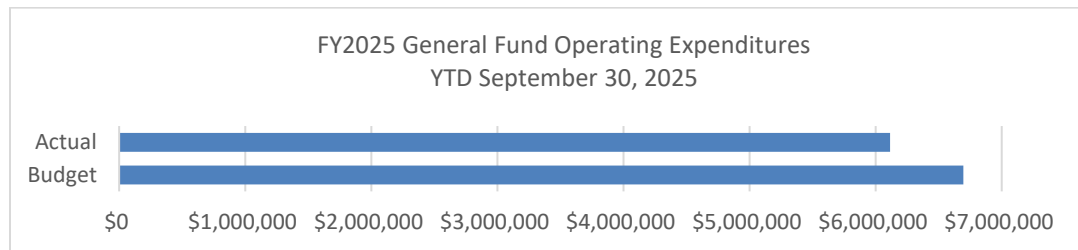
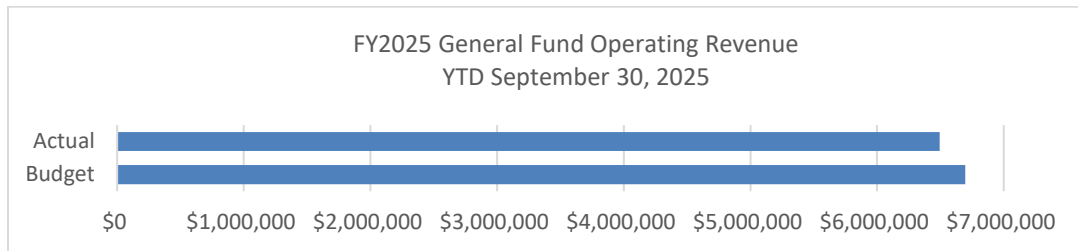


CITY OF DAHLONEGA

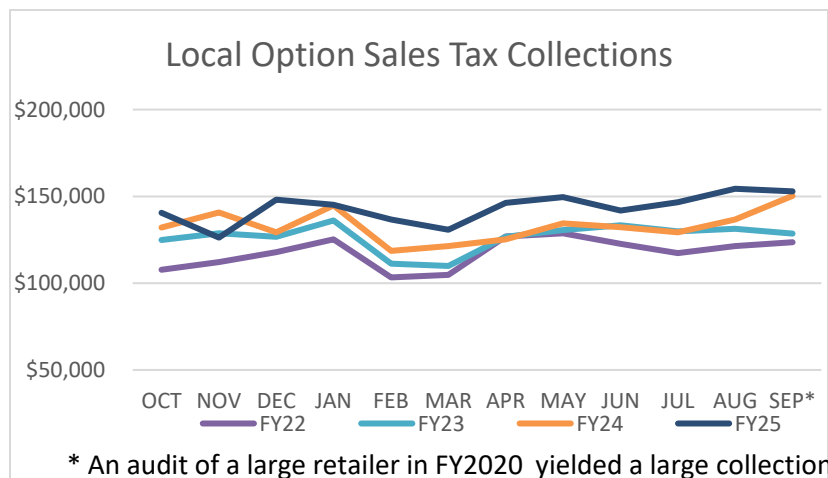
MONTHLY FINANCIAL REPORTS

For the Year Ended September 30, 2025 – Preliminary

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 98.51% of the 2024 real and personal property taxes budgeted have been collected.
- Sales tax collections are 7.77% greater than FY24. The change in the State law related to internet sales taxation has continued to have a positive impact on collections.



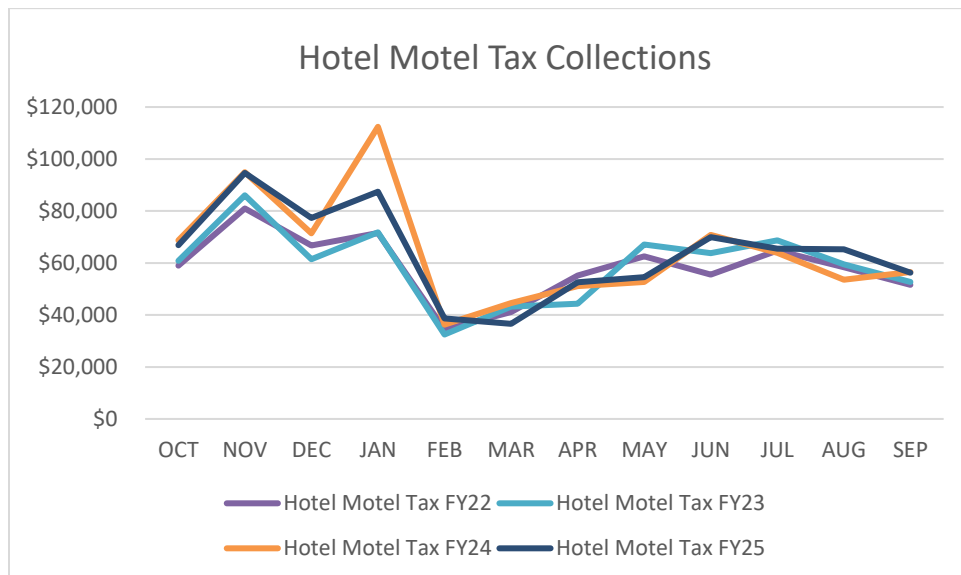
- The annual revenue for Insurance Premium Tax this year is \$718,039.22, which is 7.62% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is consistent with the prior year.
- Permit revenue collected year-to-date is greater than last year's collections due to a change in the fee schedule.
- Departments expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

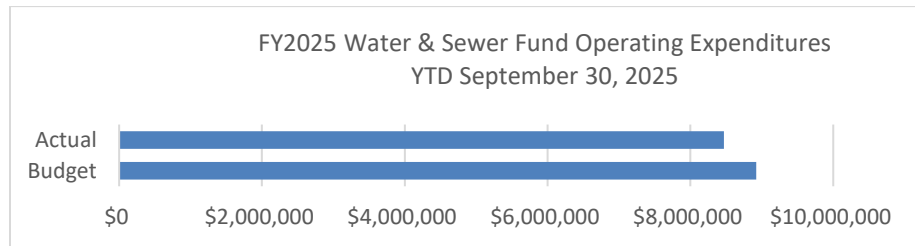
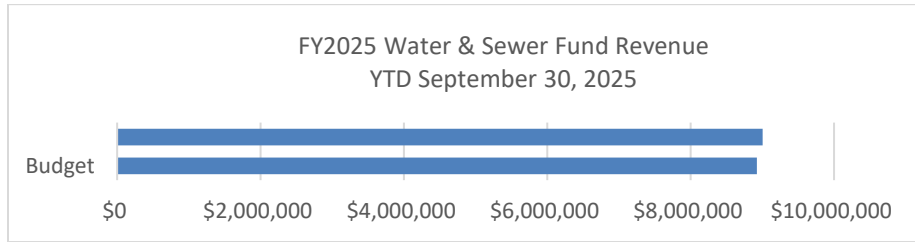
HOTEL/MOTEL TAX FUND

- FY25 is trending -1.42% less than FY24.



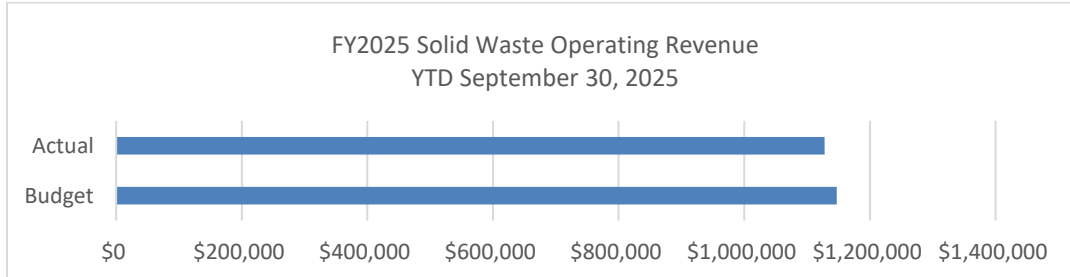
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 5.06% more than the same period in FY24.
- All department expenses are in line with the budget.



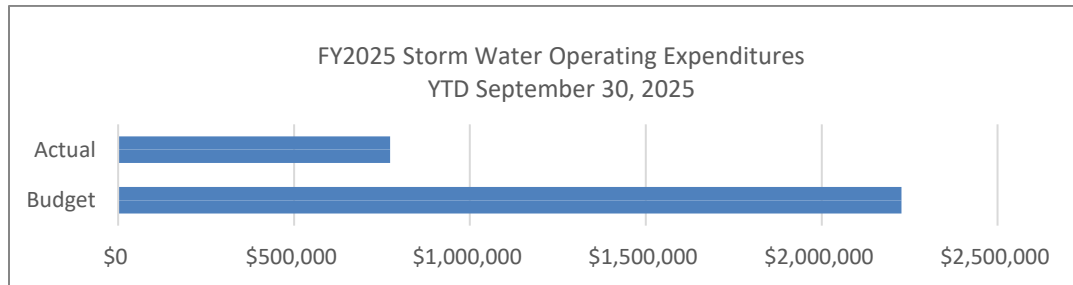
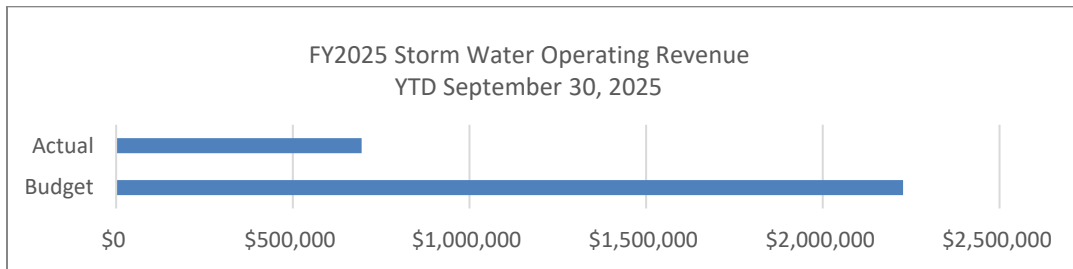
SOLID WASTE FUND

- Refuse Collection Charges are 1.17% greater than the prior year.
- Expenses meet budget expectations.

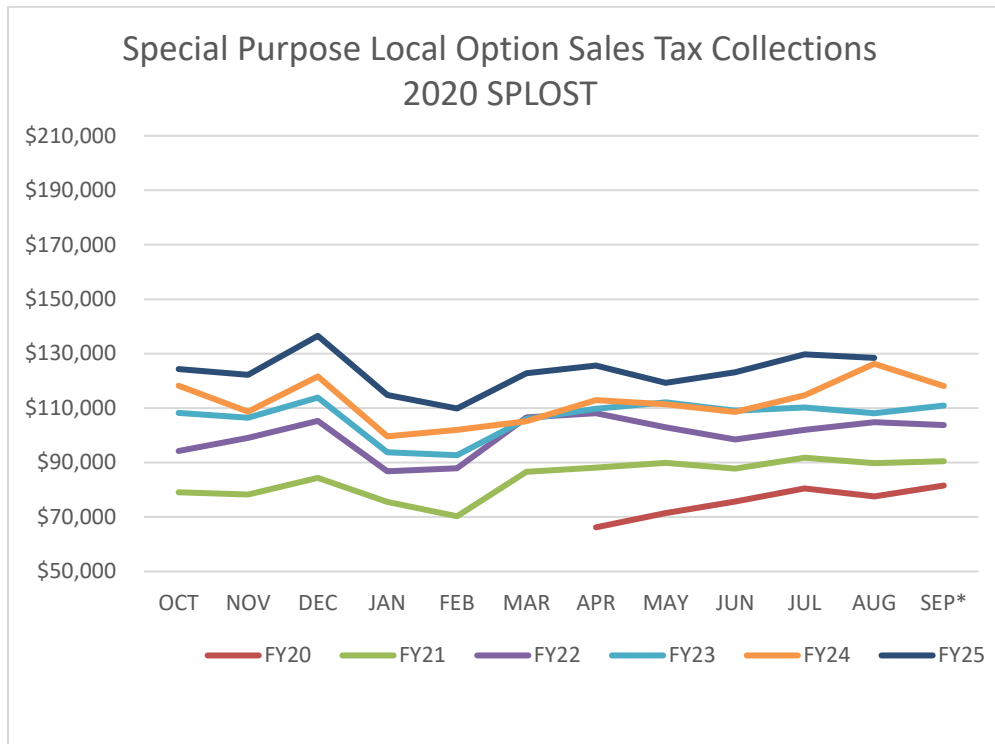


STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a twelve-month allocation.
- Stormwater utility charges were first billed in January 2021 and are meeting budget expectations.
- Expenses are related to the startup of the new utility, projects, and allocated staff pay and benefits.

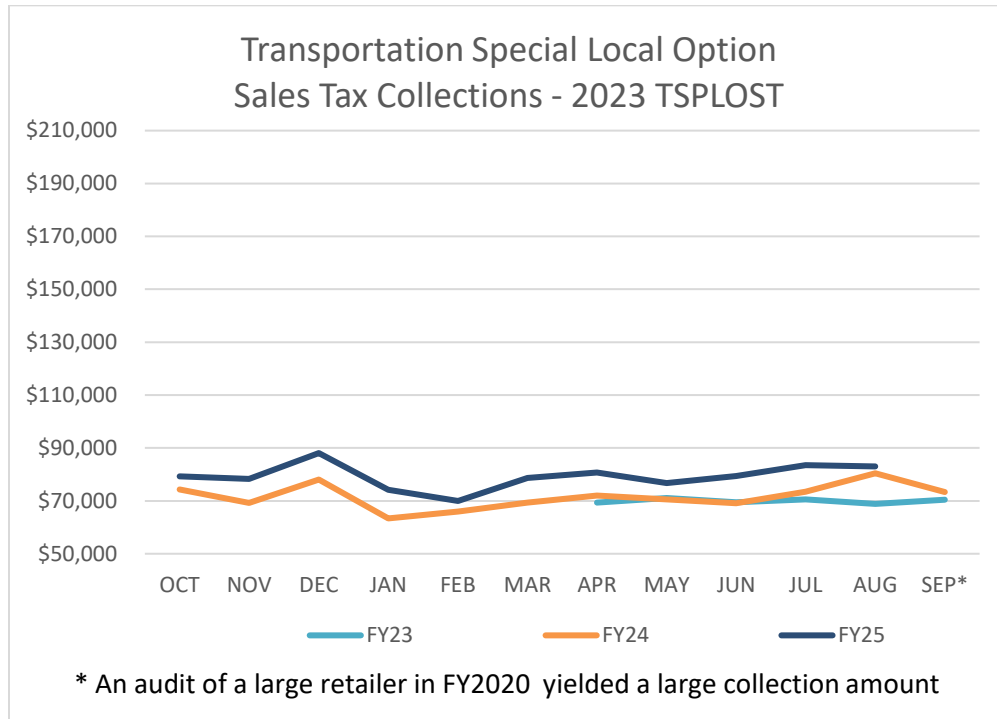


SPLOST FUND



- The current SPLOST continuation referendum has collections which run from April 2020 until March 2026.
- The City receives 21% of the net proceeds.
- Sales tax collections are 10.38% greater than FY24.
- The current SPLOST referendum project list is as follows:
 - 25% Roads and Bridges Resurfacing and Improvements
 - 25% Storm-water Infrastructure
 - 50% Water & Sewer System Improvements

TSPLOST



- The current TSPLOST referendum was approved in 2022 by the votes for collections which run beginning April 2023 until March 2028.
- The City receives 19% of net proceeds.
- Sales tax proceeds are 11.80% greater than FY24.
- There is a joint project proposed with the county and state. A portion of our monthly distribution is held in escrow pending finalization of funding based on the project cost. Should the joint project not require a local match, the city and county could choose another joint project or use those escrowed funds in their respective jurisdiction.
- The current TSPLOST referendum project list is as follows:
 - Roads and Bridges Construction & Equipment
 - Sidewalks Construction & Improvements
 - Bicycle Path Construction & Improvements

(Prepared for Council and Management by Finance Department October 29, 2025)

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 09/30/2025
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,877,660.00	2,006,628.85	106.87
	GENERAL SALES AND USE TAXES	1,482,000.00	1,615,043.02	108.98
	SELECTIVE SALES AND USES TAXES	158,000.00	245,014.25	155.07
	ALCOHOLIC BEVERAGES LICENSES	151,000.00	137,825.00	91.27
	BUSINESS TAXES	805,000.00	906,170.06	112.57
	PENALTIES AND INTEREST	2,500.00	4,887.51	195.50
	PERMITS AND FEES	154,700.00	280,530.23	181.34
	INTERGOVERNMENTAL REVENUE	23,985.00	25,646.32	106.93
	CHARGES FOR SERVICES	702,811.00	729,195.89	103.75
	FINES AND FORFEITURES	181,600.00	225,063.46	123.93
	INVESTMENT INCOME	7,500.00	157,362.62	2,098.17
	MISCELLANEOUS REVENUE	3,000.00	2,218.69	73.96
	OTHER FINANCIAL SOURCES	20,000.00	50,950.00	254.75
	OTHER CHARGES FOR SERVICES	10,000.00	(9,596.41)	(95.96)
	TRANSFERS IN FROM OTHER FUNDS	116,300.00	116,300.04	100.00
	APPROPRIATED FUND BALANCE	1,000,000.00	0.00	0.00
TOTAL REVENUES		6,696,056.00	6,493,239.53	96.97
	LEGISLATIVE	364,581.00	372,412.59	102.15
	EXECUTIVE	268,774.00	283,040.00	105.31
	ELECTIONS	34,600.00	57.96	0.17
	GENERAL ADMINISTRATION	1,072,262.00	1,072,365.99	99.76
	MUNICIPAL COURT	305,504.00	159,794.70	52.31
	POLICE DEPARTMENT	1,030,040.00	930,610.23	89.91
	PUBLIC WORKS ADMINISTRATION	238,161.00	209,779.97	88.08
	STREETS	1,453,461.00	1,421,596.99	97.81
	MAINTENANCE AND SHOP	105,743.00	98,496.12	93.15
	CEMETERY	76,378.00	80,667.08	105.62
	PARKS	97,000.00	49,303.18	50.83
	COMMUNITY DEVELOPMENT	488,077.00	385,921.20	79.07
	NON-DEPARTMENTAL	111,475.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,050,000.00	1,050,000.00	100.00
TOTAL EXPENDITURES		6,696,056.00	6,114,046.01	91.20
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	6,696,056.00	6,493,239.53	96.97
	TOTAL EXPENDITURES	6,696,056.00	6,114,046.01	91.20
NET OF REVENUES & EXPENDITURES		0.00	379,193.52	4,942.71

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
PERIOD ENDING 09/30/2025
% Fiscal Year Completed: 100.00

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GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	% BDGT USED
		ORIGINAL BUDGET	09/30/2025 NORMAL (ABNORMAL)	
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	1,500.00	2,225.84	148.39
	INVESTMENT INCOME	8,000.00	8,137.30	101.72
	CONTRIBUTIONS AND DONATIONS	1,500.00	4,000.00	266.67
	MISCELLANEOUS REVENUE	15,900.00	15,960.00	100.38
	TRANSFERS IN FROM OTHER FUNDS	137,300.00	137,300.04	100.00
	APPROPRIATED FUND BALANCE	166,922.00	0.00	0.00
TOTAL REVENUES		331,122.00	167,623.18	50.62
DDA ADMINISTRATION		147,734.00	184,654.50	124.99
TOURISM		30,950.00	6,523.81	21.08
DOWNTOWN DEVELOPMENT		152,438.00	73,091.87	47.95
TOTAL EXPENDITURES		331,122.00	264,270.18	79.81
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
TOTAL REVENUES		331,122.00	167,623.18	50.62
TOTAL EXPENDITURES		331,122.00	264,270.18	79.81
NET OF REVENUES & EXPENDITURES		0.00	(96,647.00)	100.00

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	720,000.00	698,518.73	97.02
	PENALTIES AND INTEREST	5,000.00	0.00	0.00
	INVESTMENT INCOME	2,400.00	2,489.54	103.73
	TOTAL REVENUES	727,400.00	701,008.27	96.37
	PURCHASES/CONTRACTED SERVICES	305,550.00	284,601.26	93.14
	TRANSFERS OUT TO OTHER FUNDS	421,850.00	421,850.04	100.00
	TOTAL EXPENDITURES	727,400.00	706,451.30	97.12
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	727,400.00	701,008.27	96.37
	TOTAL EXPENDITURES	727,400.00	706,451.30	97.12
	NET OF REVENUES & EXPENDITURES	0.00	(5,443.03)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 09/30/2025
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	15,000.00	40,529.53	270.20
	INVESTMENT INCOME	270,000.00	344,757.38	127.69
	MISCELLANEOUS REVENUE	15,000.00	87,508.11	583.39
	OTHER FINANCIAL SOURCES	0.00	8,350.00	100.00
	WATER CHARGES	3,355,954.00	3,410,359.59	101.62
	TAP FEES - WATER	175,000.00	371,814.00	212.47
	SEWER CHARGES	2,475,760.00	2,603,926.89	105.18
	TAP FEES - SEWER	175,000.00	408,290.00	233.31
	OTHER CHARGES FOR SERVICES	81,000.00	106,862.31	131.93
	TRANSFERS IN FROM OTHER FUNDS	1,622,440.00	1,622,439.96	100.00
	APPROPRIATED NET ASSETS	737,252.00	0.00	0.00
TOTAL REVENUES		8,922,406.00	9,004,837.77	100.92
SEWER LIFT STATIONS				
	SEWER TREATMENT PLANT	276,584.00	317,665.25	92.38
	DISTRIBUTION AND COLLECTION	911,403.00	912,778.01	98.69
	WATER SUPPLY	1,309,427.00	1,474,465.93	107.67
	WATER TREATMENT PLANT	335,296.00	198,388.82	59.17
	CAPITAL OUTLAYS	2,543,744.00	1,704,753.65	66.57
	INTERFUND CHARGES	3,356,440.00	3,712,309.78	60.51
	OTHER COSTS	129,512.00	129,512.04	100.00
		60,000.00	17,729.11	29.55
TOTAL EXPENDITURES		8,922,406.00	8,467,602.59	71.40
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
TOTAL REVENUES		8,922,406.00	9,004,837.77	100.92
TOTAL EXPENDITURES		8,922,406.00	8,467,602.59	71.40
NET OF REVENUES & EXPENDITURES		0.00	537,235.18	18.29

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
PERIOD ENDING 09/30/2025
% Fiscal Year Completed: 100.00

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GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	% BDGT USED
		ORIGINAL BUDGET	09/30/2025 NORMAL (ABNORMAL)	
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	250.00	625.00	250.00
	INVESTMENT INCOME	12,843.00	19,386.81	150.95
	MISCELLANEOUS REVENUE	2,000.00	2,670.30	133.52
	OTHER CHARGES FOR SERVICES	7,500.00	9,775.53	130.34
	REFUSE COLLECTION CHARGES	1,090,740.00	1,095,617.94	100.45
	APPROPRIATED NET ASSETS	33,784.00	0.00	0.00
TOTAL REVENUES		1,147,117.00	1,128,075.58	98.34
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	584,573.00	510,006.32	87.24
	PURCHASES/CONTRACTED SERVICES	330,484.00	306,935.26	92.87
	SUPPLIES	132,700.00	60,213.82	45.38
	INTERFUND CHARGES	59,360.00	59,360.04	100.00
	OTHER COSTS	40,000.00	5,237.57	13.09
TOTAL EXPENDITURES		1,147,117.00	941,753.01	82.10
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	1,147,117.00	1,128,075.58	98.34
	TOTAL EXPENDITURES	1,147,117.00	941,753.01	82.10
NET OF REVENUES & EXPENDITURES		0.00	186,322.57	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 09/30/2025
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 09/30/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	7,000.00	22,817.13	325.96
	OTHER CHARGES FOR SERVICES	1,000.00	1,824.93	182.49
	TRANSFERS IN FROM OTHER FUNDS	311,220.00	311,220.00	100.00
	APPROPRIATED NET ASSETS	1,554,902.00	0.00	0.00
	STORMWATER UTILITY CHARGES	353,169.00	358,886.96	101.62
	TOTAL REVENUES	2,227,291.00	694,749.02	31.19
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	98,062.00	80,627.53	82.22
	PURCHASES/CONTRACTED SERVICES	17,000.00	1,687.50	9.93
	SUPPLIES	1,000.00	63.44	6.34
	CAPITAL OUTLAYS	1,637,000.00	216,136.36	8.07
	INTERFUND CHARGES	474,229.00	474,228.96	100.00
	OTHER COSTS	0.00	14.69	100.00
	TOTAL EXPENDITURES	2,227,291.00	772,758.48	23.64
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	2,227,291.00	694,749.02	31.19
	TOTAL EXPENDITURES	2,227,291.00	772,758.48	23.64
	NET OF REVENUES & EXPENDITURES	0.00	(78,009.46)	7.49
	TOTAL REVENUES - ALL FUNDS	20,051,392.00	18,189,533.35	90.71
	TOTAL EXPENDITURES - ALL FUNDS	20,051,392.00	17,266,881.57	71.83
	NET OF REVENUES & EXPENDITURES	0.00	922,651.78	23.15



Agenda Memo

DATE: 11/3/2025
TITLE: Ordinance 2025-07
PRESENTED BY: Doug Parks, City Attorney
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Rezoning: The Overlook of Dahlonega, LLC, by Warren Welch, applicant, Emerling Resources, LLC, property owner, seeks to rezone 83.505 acres fronting on the south side of Dawsonville Highway (State Route 9/ State Route 52) across from Clay Creek Falls Road (Land Lots 681, 718, 719, 720, 752, and 753, District 12, 1st Section Lumpkin County (Map/Parcels 045/063 and 045/ 066) (550 and 497 Dawsonville Highway) from PUD (Planned Unit Development District) to PUD (Planned Unit Development District). Proposed use: mixed use development (132 detached single-family lots, 136 townhome lots, and 17,000 square feet of commercial building space) (development of regional impact #4518).

HISTORY/PAST ACTION

The Planning Commission suggested approval with conditions.

FINANCIAL IMPACT

None.

RECOMMENDATION

Approval with conditions. The applicant supports the ordinance which is attached.

SUGGESTED MOTIONS

Motion to approve as noted above.

ATTACHMENTS

Ordinance 2025-07.

**CITY OF DAHLONEGA
ORDINANCE 2025-07**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF DAHLONEGA, GEORGIA, BY CHANGING THE ZONING ON PARCELS OF LAND COLLECTIVELY CONSISTING OF 83.505 ACRES, MORE OR LESS, LYING WITHIN TAX PARCELS 045 063 AND 045 066. SAID PARCELS OF LAND ARE LOCATED IN LAND LOTS 681, 718, 719, 720, 752, AND 753 OF THE 12th DISTRICT, 1ST SECTION, CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA RECORDS.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF DAHLONEGA, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the lands described in the Legal Description incorporated into this Ordinance shall continue to be zoned and so designated on the Zoning Map of the City of Dahlonega in classification PUD (Planned Unit Development District) as amended pursuant to this ordinance. All aspects of the development shall as a condition conform to a site plan to be submitted before the commencement of any development activities and to be approved by the City Council before the issuance of any permits or other approvals and shall further be subject to and conform to the additional conditions set forth herein which are as follows:

1. Generally. As required by the Dahlonega zoning ordinance, the site plan and letter of intent are adopted by reference and are conditions of approval. Any major deviation from the approved site plan and/or letter of intent, as determined by the zoning administrator, shall require an amendment to the approved PUD zoning district following applicable zoning procedures. The site plan shall reflect actual densities for each land use to confirm compliance with the density limitation summary table provided as part of these conditions.
2. Uses. Uses within the PUD shall be limited to those as described in the letter of intent and as shown on the site plan. Within the commercial area, commercial uses shall be limited to those permitted in the current B-1 (Neighborhood Business) zoning district. The zoning administrator may authorize accessory uses and structures not specifically described in said letter of intent or shown on the site plan.
3. Access and highway frontage improvements. There shall be at least two project entrances from Dawsonville Highway (SR 9), both of which shall meet requirements of the Georgia Department of Transportation (GDOT) and which unless otherwise approved by GDOT and the city shall include deceleration lanes and left-turn lanes. One of the project entrances shall align with Clay Creek Falls Road.
4. Water and sewer improvements. The owner shall be required to provide public water and sanitary sewer connections and upgrade sewer lift station(s) to serve the development at no cost to the city.

5. Commercial area access. No access directly from the commercial area to Dawsonville Highway (SR 9) shall be authorized.
6. Commercial building architecture. Unless otherwise approved by the City Council, the architecture of buildings in the commercial area shall have pitched roofs with deep (1' or greater) overhangs, and wood, hardie-plank, or masonry siding (i.e., brick or stone, or brick or stone veneer, but excluding "thin brick" or "thin stone").
7. Frontage for internal open space. There shall be at least 30 feet of street access to the central open space (i.e., that area surrounded by townhouse lots).
8. Street standards. All streets within the PUD shall be private streets but designed to meet city standards and specifications for public streets, including but not limited to right of way, pavement width, and cul-de-sac right of way and pavement radii, and maximum grade; provided, however, the project shall be authorized to have road grades up to a maximum of 17%, but no road segment with grades between 12 percent and 17 percent shall exceed a length of 150 feet measured as the tangent length between points of vertical curvature. Variances to these requirements are permitted in up to two locations for road grades of between 12 and 17 percent for lengths of 800 feet each. Further variances may be requested under the City's standard variance procedures. All dimensional elements of the streets shall be shown on the site plan. Any other deviations to city street standards shall only be made by variance application. Fire Marshal requirements must be satisfied precedent to issuance of a development permit.
9. Street "A". The principal street ("A") shall have a center median separating directions of travel, except for median cuts necessary to access adjacent land uses. Said center median shall be planted with street trees of species and at spacing/ on-center intervals approved by the zoning administrator.
10. Amenity area development timing. No more than 100 permits for dwelling units shall be issued for the PUD by the city until the amenity area is permitted, constructed, and ready for occupancy. The dog-walking area shown on the site plan shall be developed prior to issuance of more than 68 building permits for fee-simple townhouse units. The walking trail within the PUD shall be phased such that construction takes place no later than the same time development abutting that portion of the trail network is constructed or final plat for adjacent lots is approved.
11. Townhouse dwelling phasing. No more than 68 building permits for townhouse units shall be issued until a final plat(s) for at least 34 detached single-family units is approved by the city.
12. Pedestrian access connections. The owner shall provide minimum 7-foot wide pedestrian access easements and construct improved (cleared and paved or impervious) walking paths within the easements as follows, prior to final plat approval for the respective lots (exact locations must be shown on the site plan and are subject to the approval of the zoning administrator):

- a) At least two pedestrian access ways between the townhouse building with units 1-7 and the townhouse building with units 22-27 (connecting to fire pit shown on the site plan).
 - b) At least three pedestrian access ways between townhouse buildings with units 34 through 68 (connecting to the peripheral walking trail).
 - c) At least four pedestrian access ways connecting the central open space and street network between townhouse buildings with units 69 through 111.
 - d) At least two pedestrian access ways between townhouse buildings with units 112 through 136 (connecting to the peripheral walking trail).
 - e) At least one pedestrian access way between single-family dwelling lots 1 through 10
 - f) At least one pedestrian access way between single-family dwelling lots 11 through 20 (connecting the adjacent street to the peripheral walking trail).
 - g) At least one pedestrian access way between single-family dwelling lots 21 through 29 (connecting the adjacent street to the peripheral walking trail).
 - h) At least one pedestrian access way between single-family dwelling lots 30 through 45 (connecting the adjacent street to the peripheral walking trail).
 - i) One mid-block pedestrian access way connecting Road "B" (south) and Road "C" at or near the common side lot boundary between single-family lots 93-95 and 108-110.
 - j) One mid-block pedestrian access way connecting Road "B" (north) and Road "C" at or near the common side lot boundary of lots 77/78 and lots 63/64.
 - k) After construction, the trail network shall restrict motorized vehicle access except for:
 - (i) maintenance activities authorized by the homeowner's association; and
 - (ii) public safety/emergency access by the zoning administrator but may include bollards at entrances which are removable (to provide vehicular access) only by the homeowner's association or public safety personnel.
13. Stormwater management areas. A minimum 20-foot wide access easement shall be provided from the nearest adjacent street and stormwater management areas. Stormwater ponds shall be fenced; if chain link is utilized it shall be vinyl coated.
14. Covenant and restriction pertaining to rental. As indicated in the letter of intent, no more than 30% of the residential units may be rented by individual owners to other parties, at any given time. This restriction shall be and remain an enforceable zoning condition. In addition, the covenants, conditions and restrictions for residential development shall have provisions that effectuate the 30% cap at any one time on rental of residential dwelling units. The conditions, covenants and restrictions for the development shall be subject to approval by the zoning administrator to ensure that specifics of enforcing the rental restrictions are included. The rental restrictions shall also specifically include a prohibition against the rental of individual bedrooms of any residential dwelling unit in the project that has more than one bedroom. Rental restrictions shall also reflect that no residential units shall be operated commercially including but not limited to short term rental uses.
15. Stormwater management and stream buffers. The PUD shall be required to meet or exceed the measures and regulations provided by the GA Stormwater Management Manual, latest edition, measures including stormwater detention ponds, runoff reduction via infiltration, water quality protection, and stream channel protection.

16. Density Limitation Summary. The PUD shall have the following maximum densities by land use and minimum overall open space/ common area and amenity area as follows:

Land use	Acreage on Site Plan	Minimum Required	Maximum Authorized	Maximum Density (net units per acre)
Commercial	2.14	Not applicable	17,000 square feet of building space	8,000 square feet of building space per acre
Detached single-family	18.83	Not applicable	132 units	7.00 units per acre
Fee simple townhouse	9.78	Not applicable	136 units	14.00 units per acre
Open space and common area and amenity area	40.73	48% of total site area	Not applicable	Not applicable
Roads and access	11.31	Not applicable	Not applicable	Not applicable
Not allocated (not shown)	0.77	Not applicable	Not applicable	Not applicable
Subtotal	83.56		268 units (all types)	

LEGAL DESCRIPTION

Tract 1:

All that tract or parcel of land lying and being in Land Lots 718, 719, 752 and 753 of the 12th District, 1st Section of Lumpkin County, Georgia, containing 30.413 acres as shown on that certain plat of survey for Er8 W. Breckett, Estate, by William H. Collins, GRLS No. 1435, dated January 5, 2005, and recorded in Plat Cabinet 1, Slide 131, Page 12, of the Lumpkin County Records, which plat is incorporated herein by reference.

Tract 2:

All that tract or parcel of land lying and being in Land Lots 681, 719, and 720 of the 12th District, 1st Section of Lumpkin County, Georgia, containing 53.092 acres as shown on that certain plat of survey for Thomas Jerry Abee, Jr., and Barbara Saxton, by John T. Gaston, GRLS No. 2821, dated December 4, 2003, and recorded in Plat Cabinet 1, Slide 125, Page 82, of the Lumpkin County Records, which plat is incorporated herein by reference.

Commencing at the southeast corner of Land Lot 719 (said corner being common to Land Lots 719, 720, 751 & 752) said point being the POINT OF BEGINNING;

THENCE along the southerly line of Land Lot 719 North 89 degrees 27 minutes 07 seconds West, a distance of 590.44 feet to a point;

THENCE leaving the said southerly line of Land Lot 719 proceed North 14 degrees 03 minutes 49 seconds West, a distance of 733.54 feet to a point on the southerly right-of-way line of State Route #9 (GA Hwy #52) (60-foot right-of-way used);

THENCE along the said southerly right-of-way line northeasterly a distance of 180.02 feet along the arc of a curve to the left, having a radius of 489.85 feet and being subtended by a chord which bears North 50 degrees 04 minutes 52 seconds East, for a distance of 179.01 feet, to a point;

THENCE continuing along the said southerly right-of-way line North 36 degrees 16 minutes 51 seconds East, a distance of 105.60 feet to a point;

THENCE continuing along the said southerly right-of-way line northeasterly a distance of 167.71 feet along the arc of a curve to the left, having a radius of 22972.43 feet and being subtended by a chord which bears North 33 degrees 56 minutes 27 seconds East, for a distance of 167.71 feet, to a point;

THENCE leaving the said southerly right-of-way line South 48 degrees 30 minutes 46 seconds East, a distance of 401.87 feet to a point;

THENCE North 34 degrees 09 minutes 24 seconds East, a distance of 296.52 feet to a point;

THENCE North 53 degrees 00 minutes 34 seconds West, a distance of 75.27 feet to a point;

THENCE North 69 degrees 13 minutes 28 seconds West, a distance of 79.79 feet to a point;

THENCE North 60 degrees 27 minutes 44 seconds West, a distance of 166.51 feet to a point;

THENCE North 52 degrees 16 minutes 10 seconds West, a distance of 77.42 feet to a point;

THENCE North 35 degrees 35 minutes 25 seconds East, a distance of 8.36 feet to a point on the southeasterly right-of-way line of State Route #9 (GA. Hwy #52) (60-foot right-of-way used);

THENCE along the said southeasterly right-of-way line northeasterly a distance of 451.60 feet along the arc of a curve to the right, having a radius of 1163.51 feet and being subtended by a chord which bears North 47 degrees 22 minutes 46 seconds East, for a distance of 448.77 feet, to a point;

THENCE continuing along the said southeasterly right-of-way line North 57 degrees 13 minutes 53 seconds East, a distance of 16.04 feet to a point;

THENCE leaving the said southeasterly right-of-way line South 18 degrees 51 minutes 05 seconds East, a distance of 96.99 feet to a point;

THENCE South 28 degrees 57 minutes 43 seconds East, a distance of 74.18 feet to a point;

THENCE South 34 degrees 22 minutes 49 seconds East, a distance of 61.45 feet to a point;

THENCE South 41 degrees 39 minutes 50 seconds East, a distance of 76.61 feet to a point;

THENCE South 45 degrees 50 minutes 47 seconds East, a distance of 41.70 feet to a point;

THENCE North 63 degrees 54 minutes 17 seconds East, a distance of 48.92 feet to a point;

THENCE North 46 degrees 05 minutes 02 seconds East, a distance of 197.25 feet to a point;

THENCE North 57 degrees 20 minutes 05 seconds East, a distance of 189.02 feet to a point;

THENCE South 37 degrees 42 minutes 37 seconds East, a distance of 322.64 feet to a point;

THENCE South 27 degrees 01 minutes 00 seconds West, a distance of 1422.34 feet to a point on the southerly line of Land Lot 752;

THENCE along the said southerly line of Land Lot 752 South 88 degrees 23 minutes 46 seconds West, a distance of 79.24 feet to the POINT OF BEGINNING.

This description is subject to a .07 acre boundary line adjustment not reflected therein.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

The effective date of this Ordinance shall be upon approval by the City Council of Dahlonega, Georgia.

APPROVED THIS _____ DAY OF NOVEMBER, 2025, BY THE CITY COUNCIL OF DAHLONEGA, GEORGIA.

JoAnne Taylor, Mayor

Attest:

Rhonda Hansard, City Clerk



Agenda Memo

DATE: 11/3/2025
TITLE: REZN 25-05 – Ordinance 2025-09
PRESENTED BY: Doug Parks, City Attorney
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

REZN 25-05 Zoning: Candida Petite, applicant, in behalf of East Cherokee Estates LLC and its subsidiary Dahlonega Carriage House LLC, East Cherokee Estates, the beneficial owner of South Bluff Investments, LLC, property owner, seeks B3 (Historical Business District) zoning for 0.2 acre (Land Lot 985, 12th District, 1st Section, Lumpkin County) (Map/Parcel D11 078) ON 11 Grove St, Dahlonega GA 30533. Current zoning is CBD (Central Business District). Proposed zoning classification: B3.

HISTORY/PAST ACTION

The planning commission supports this rezoning.

FINANCIAL IMPACT

None.

RECOMMENDATION

Approval. The change in zoning classification is deemed not to be detrimental.

SUGGESTED MOTIONS

Motion to approve as noted above.

ATTACHMENTS

No staff report was necessary. Ordinance 2025-09 is attached implementing the change.

**CITY OF DAHLONEGA
ORDINANCE 2025-09**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF DAHLONEGA, GEORGIA, BY CHANGING THE ZONING ON A PARCEL OF LAND CONSISTING OF 0.2 ACRES, MORE OR LESS, LYING WITHIN TAX PARCEL D11 078. SAID PARCEL OF LAND IS LOCATED IN LAND LOT 985 OF THE 12th DISTRICT, 2ND SECTION, CITY OF DAHLONEGA, LUMPKIN COUNTY, GEORGIA RECORDS AND IS OWNED BY EAST CHEROKEE ESTATES, LLC THROUGH ITS BENEFICIAL OWNERSHIP OF SOUTH BLUFF INVESTMENTS, LLC.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF DAHLONEGA, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the land described in the Legal Description incorporated into this Ordinance shall be zoned and so designated on the Zoning Map of the City of Dahlonega in classification B-3 (Historical Business District) as amended pursuant to this ordinance. This is a rezoning to a more restrictive classification.

LEGAL DESCRIPTION

A parcel of land situated in Land Lot 985, 12th District, 1st Section, City of Dahlonega, Lumpkin County, Georgia; the bearings of which are based on State Plane Grid (Georgia West) and being more particularly described as follows:

Commencing at a N°4 rebar, said rebar also being at the Northeasterly intersection of the Northerly Right-of-Way of Choice Avenue (presumed 40' r.w.) and the Easterly Right-of-Way of Grove Street South (40' r.w.), thence along said Easterly Right-of-Way, N40°49'06"W a distance of 139.82 feet to a N°4 rebar, said rebar also being the **Point of Beginning** of the Tract herein described:

Thence continuing along said Easterly Right-of-Way, N40°49'06"W a distance of 68.98 feet to a miter corner connecting said Easterly Right-of-Way and the Southerly Right-of-Way of U.S. 19 Bus/S.R. 60 Bus (variable r.w.);

Thence along said miter, N20°10'13"E a distance of 20.93 feet to said Southerly Right-of-Way; Thence along said Southerly Right-of-Way the following courses and distances: N50°45'36"E a distance of 60.92 feet, N67°08'36"E a distance of 37.10 feet; Thence leaving said Southerly Right-of-Way and following lands now or formerly owned by James L. Kinnard & Shirley S. Cotrus (Db 1529 Pg 409) the following courses and distances: S38°02'55"E a distance of 65.09 feet, S48°40'07"W a distance of 111.35 feet to the **Point of Beginning**.

Containing 0.20 acre or 8,712 square feet as depicted on a retracement survey for East Cherokee Estates, LLC; Fidelity National Title Insurance Company; Calloway Title and Escrow, LLC prepared by Atlas Land Surveying & Mapping, LLC; dated 26 January 2024 (Project N° 24101).

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

The effective date of this Ordinance shall be upon approval by the City Council of Dahlonega, Georgia.

APPROVED THIS ____ DAY OF NOVEMBER, 2025, BY THE COUNCIL OF THE CITY OF DAHLONEGA, GEORGIA.

JoAnne Taylor, Mayor

Attest:

Rhonda Hansard, City Clerk

2026



Proposed City of Dahlongega City Council Meeting Schedule

January						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	M	Tu	W	Th	F	Sa
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

August						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
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27	28	29	30			

October						
Su	M	Tu	W	Th	F	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

City of Dahlongega Government Holiday

City of Dahlongega CC Regular Meeting

GMA Annual Convention - Savannah

City of Dahlongega CC Work Session

GMA Cities United Summit - Atlanta