



July 31, 2014

Chief Billy Grogan
City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Re: Dunwoody Parks Staffing for 2015 – Park Operations Supervisor

Dear Chief Grogan:

Good day. In accordance with our recent discussions concerning Parks staffing, I offer this letter and attachments for your consideration.

Appendix D – Cost Table, Page 106 (labeled page 52 of 52) of our contract, copy attached, states:

“the Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus a multiplier for overhead and profits. The City will negotiate with the Contractor to establish a reasonable multiplier if the services are requested.”

We believe the Dunwoody Parks scope has changed and is continuing to change. The City has invested significantly in Parks, including new facilities and enhancements at the existing facilities. Accordingly we are recommending the City allow us to add a staff position entitled “Park Operations Supervisor”. A position description is attached. This position would report to Brent Walker, the Parks Director and be selected by him.

Our anticipated direct labor cost for this position will be \$46,000 per year. We are proposing a multiplier of 1.8 for benefits, overhead and profit. The proposed amendment would be \$82,800. We are proposing this to be approved for the year and budget beginning January 1, 2015.

Please let me know what you think of this request and if you have any questions.

Regards,
Lowe Engineers, LLC

A handwritten signature in blue ink that reads "Jon W. Drysdale, Jr.".

Jon W. Drysdale, Jr., PE
Partner

Cc: Mr. Chris Pike

Attachments:

1. Contract – Appendix D – Cost Table
2. Job Description

Appendix D - Cost Table
Page I

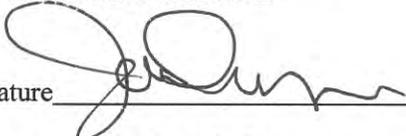
Submitted by Low Engineers, LLC

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus a multiplier for overhead and profits. The City will negotiate with the Contractor to establish a reasonable multiplier if the services are requested. (Please include pricing for

	Price by Year				
	2012 ¹	2013 ¹	2014 ¹	2015 ¹	Total 2012 – 2015
PUBLIC WORKS AND PARKS & RECREATION	\$550,000	\$500,000	\$500,000	\$445,000	\$1,995,000.00

¹ City shall pay the Contractors in twelve payments for each month in accordance with the Contract's General Conditions (see Appendix B, section 11.2.)

Additionally, Bidder should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members.

Representative Signature  Date September 2, 2011

Printed Name and Title Jon Drysdale, Partner

Telephone Number (404)312-1843

Fax Number (770)857-8401

Email Address jon.drysdale@lowengineers.com

Park Operations Supervisor

ESSENTIAL DUTIES:

- Supervises staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; ensuring that employees follow policies and procedures; maintaining a healthy and safe working environment; and, making hiring, termination, and disciplinary recommendations.
- Coordinates the development of bid specifications, proposal review and evaluation, and the award process
- Oversees a section of the department budget and monitors expenditures.
- Reviews development and construction plans and ensures compliance with specifications
- Develops and adjusts park or field maintenance schedules and oversees the completion these activities on site.
- Inspects parks and community facilities to ensure safety, cleanliness, and project tasks are competed properly.
- Oversees the maintenance of parks or fields such as mowing, trimming, and related grounds maintenance.
- Oversees the maintenance of recreational fields such as applying top dressing, dragging, aerating, and lining fields.
- Oversees the cleaning, mopping, and maintenance of supplies in community and department facilities.
- Monitors the safe environment and cleanliness of an assigned site(s).
- Oversees electrical, carpentry, plumbing repairs, and other maintenance on facilities, fences, and equipment.
- Completes forms and paperwork regarding daily operations.
- Reviews forms completed by lower level staff, advises staff on operations, and develops supplemental reports.
- Attends staff meetings to discuss department needs and objectives.
- Performs other duties of a similar nature or level.

TYPICAL QUALIFICATIONS:

Training and Experience

- Associate's Degree in Parks and Recreation or a related field

- Four years of grounds maintenance experience, including two years of supervisory experience;
- or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements (positions in this class require):
Some positions may require:

- Valid Georgia Driver's License from state of residency.

Knowledge (position requirements at entry):
Knowledge of:

- Supervisory principles;
- Grounds maintenance principles and practices;
- Grounds maintenance equipment;
- Basic business administration principles;
- Basic electrical, carpentry, and plumbing principles;
- Basic construction principles;
- Fertilizers, herbicides, and other grounds maintenance chemicals;
- Landscape principles

Skills (position requirements at entry):
Skill in:

- Supervising and evaluating employees;
- Prioritizing and assigning work;
- Overseeing grounds maintenance activities
- Inspecting facilities and grounds;
- Ensuring the safety of parks and facilities;

- Operating a computer and applicable software;
- Developing operating reports;
- Scheduling grounds maintenance activities;
- Performing grounds maintenance;
- Operating grounds maintenance equipment;
- Performing basic electrical, carpentry, and plumbing;
- Trimming trees, shrubs, and other vegetation;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

Physical Requirements:

Positions in this class require:

- talking, hearing, and seeing.
- Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.
- Incumbents may be subjected to fumes, odors, dusts, gases, and chemical



Municipal Government Services Procurement '7 cbfUM



Public Works & Stormwater
Parks & Recreation
RFP 11-10

CONSULTANT CONTRACT
RFP 11-10 MUNICIPAL GOVERNMENT SERVICES PROCUREMENT
FOR PUBLIC WORKS, STORMWATER, PARKS & RECREATION

This **CONTRACT** made and entered into this second (2nd) day of November, 2011 by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the City), and Lowe Engineers, LLC. (Party of the Second Part, hereinafter called the Consultant).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence January 1, 2012 (transitional requirements excluded.) This contract shall be for a multi-year contract period ending no later than December 31, 2015. The initial term of this Agreement shall be through December 31, 2012. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for two (2) additional twelve-month terms. This Agreement may be renewed for a 3rd additional twelve-month term based upon the terms of this Agreement without the necessity of a new Request for Proposal upon prior approval by the Dunwoody City Council.

2. ATTACHMENTS:

Copies of the Consultant's proposal, including all drawings, specifications, price lists, Instructions to Proposers, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Proposal process (hereinafter collectively referred to as the "Bid Proposal") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid Proposal, the City's contract documents shall control.

3. PERFORMANCE:

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid Proposal. This contract is for the performance of the RFP and all relevant and related items in Exhibit A.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Consultant for the actual quantity of work performed. The fees for the work to be performed under this Contract are detailed in Exhibit A. The City agrees to pay the Consultant following receipt by the City of a detailed invoice, reflecting the actual work performed by the Consultant.

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

6. TERMINATION FOR CAUSE:

The CITY may terminate this Contract for cause upon thirty (30) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the CITY's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The CITY may terminate this Contract for its convenience at any time upon 30 days written notice to the Consultant. In the event of the CITY's termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Dekalb County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

14. TRAVEL COST REIMBURSEMENT

Consultant is subject to the City of Dunwoody travel policy for all requests made for travel cost reimbursement.

15. OWNERSHIP OF INTELLECTUAL PROPERTY

The City shall own all intellectual property produced under and for this contract.

(Signature Next Page)

DUNWOODY, GEORGIA

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

DUNWOODY, GEORGIA

By: _____
Ken Wright, Mayor
City of Dunwoody, GA

ATTEST:

Signature

Print Name
City Clerk

APPROVED AS TO FORM:

Signature
Dunwoody Staff Attorney

CONSULTANT:

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)



COPY

GOVERNMENT SERVICES PROCUREMENT

RFP 11-10

PUBLIC WORKS AND PARKS & RECREATION TECHNICAL PROPOSAL

Prepared for the City of Dunwoody



September 2, 2011

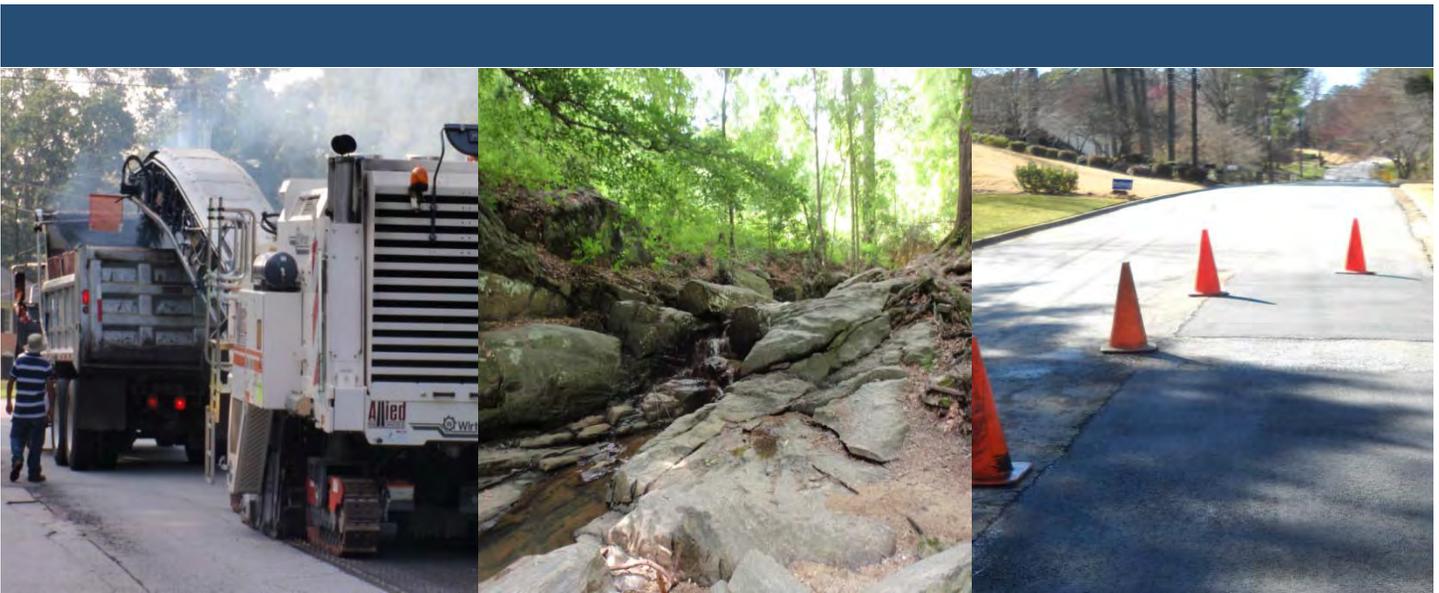


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SECTION VII:	Appendix - Resumes: Project Team - Testimonials and Recognition - Annual Maintenance Plan - 10-year & 25-year CIP - Public Works Activity 2009-2011

UNDER SEPARATE COVER

COST PROPOSAL:	Letter of Transmittal Appendix E – Cost Table
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September 2, 2011

Rich Hampton, Purchasing Manager
CONFIDENTIAL – RFP 11-10
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Re: Request for Proposals (RFP) 11-10 – Public Works and Parks & Recreation Government Services Procurement

Dear Mr. Hampton:

On behalf of Lowe Engineers it is a great pleasure to submit our response. We have been extremely honored to be your partner for the past three years during the historic occasion of Dunwoody's path to cityhood and beyond. It is **evident that Dunwoody feels the same way about the Lowe team as we were PROUD to receive the #1 ranking** in the first round of the initial submittal.

We have worked extremely hard to provide you with the highest level of quality staff available in the state. We know our department directors are highly desired by the City as well as our competitors. Thus, we are proud to **GUARANTEE** that our entire Dunwoody team is committed to serve you for the next 4 years as a promise of our continuity between departments. Our Team is priceless to Lowe. It is our intention to maintain our managers and staff as Lowe employees and reassign them to other projects should we not be selected for the next four years. We have recruited the Team, trained the Team, and invested in them with the goal of retaining all of them as long-term Lowe employees.

The value we bring from our lessons learned is invaluable to the City and going forward for the next 4 four years we plan to use our past knowledge to propel the departments to provide an even **higher level of service and "smart" ideas** to the citizens of Dunwoody.

Lastly, we are firmly **committed to the integrated fabric of Dunwoody**. Our roots and history lie in this great state of Georgia and we are headquartered within 2 miles of the City's heart and soul, City Hall.

Thank you again for the opportunity to submit and we appreciate your detailed review of this response. We acknowledge that this proposal may not be withdrawn for a period of one hundred eighty (180) days after the date and time of the proposal opening on September 2, 2011. I will be the contact person for our response and my contact information is provided below.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Drysdale", written over a light blue horizontal line.

Lowe Engineers, LLC

Jon Drysdale, PE

Partner

p. 404.312.1843 f. 770.857.8401

jon.drysdale@loweengineers.com

Introduction

During the past three years, the City of Dunwoody and Lowe Engineers have partnered in the startup of the City. We have initiated, established and performed the myriad of services required in Public Works and Parks and Recreation. We have participated in and directed the establishment of a Transportation Master Plan and a Parks and Recreation Master Plan. We are uniquely qualified to continue to provide these services, execute the plans, and move the City forward with new ideas based on the lessons learned under the current contract.

For the last five years Lowe has been part of public-private partnerships at several Cities in the metropolitan Atlanta area. We know how to capture the values, the goals, and the hearts of the Cities we support and turn that into a driving factor in providing the needed services. Lowe does more than just provide Dunwoody government services, “we are your staff.” We know your facilities and programs better than any other firm and can provide a greater rate of return on the City’s investment. We have a distinct approach and perspective to provide the required services with knowledgeable, skilled and professional staff.

Our approach, experience, and current contract with the City of Dunwoody enables us to provide the municipal services for Public Works and Parks and Recreation. We don’t just come and go and perform our services, we become immersed in the culture and understand what it is to be a part of the City. We respond no matter how small the task or service; we are sensitive to the citizens and their needs, and we become collaborative partners with other City staff. This public-private partnership provides a fresh perspective for all stakeholders and results in innovative and cost-effective solutions to the needs of the City of Dunwoody.

Our Team for Dunwoody is **PROVEN, PREPARED, PRICELESS AND PASSIONATE**. This will be detailed in our response. The following summary information supports this:

PROVEN: We have provided excellent services since the start of the City and as the additional service areas of stormwater and parks and recreation were added. Following is a list of some of our more significant accomplishments:

- Received the Golden Shoe award for proactive identification of over 1,700 sidewalk maintenance issues
- Secured a \$400,000 Safe Routes to School Grant for pedestrian improvements at Kingsley Elementary school
- Improved response and increased available equipment for winter storm events at no capital cost to the City
- Secured \$100,000 in FEMA disaster relief funding to repair failed Stormwater pipes
- Secured over \$1.1 million in funding for the Dunwoody Village Parkway streetscape project
- Successfully completed over \$2.5 million of paving and \$100,000 of sidewalk construction on time and under budget estimates
- Obtained over \$50,000 of signal equipment upgrades from Georgia DOT to modernize 13 intersections at no cost to the City
- Worked with GDOT to re-time traffic signals in and around Dunwoody Village. As a result of the re-timing, delay time decreased by 15% and emissions decreased by 10-15%.
- Completed over 3,700 street, signal, sign, sidewalk and Stormwater repairs including over 100 emergency repairs. Established performance measures and worked with the maintenance contractor to have 95% of priority 1 work orders completed within 24 hours.
- Inventoried and created GIS database of over 13,000 Stormwater assets, 150 miles of roadway, 60 miles of sidewalk, 3,000 signs and 58 traffic signals.
- Transitioned the Parks to the City from DeKalb County
- Improved Grounds Maintenance in Park Facilities
- Established a list of qualified skilled trades vendors to support the City
- Implemented a digital routing process for Special Events
- Hosted special events in the parks such as Pics in the Park and Veteran's day Event

- Coordinated volunteer efforts in the Parks
- Provided cohesiveness between affiliated partners
- Completed Parks and Recreation Comprehensive Master Plan
- Received and implemented Energy Efficiency Grant for facility HVAC and lighting upgrades
- Received Department of Natural resources Recreational Trail Grant

PREPARED: We know the City better than any other Team and we are prepared to serve for the next four years. Following is a list of some of our upcoming goals:

- Transition from reactive maintenance to modern pavement management
- Conduct an update of the pavement condition assessment
- Re-bid all maintenance contracts to ensure the best value for the City
- Execute Council's goal of making Dunwoody more bike and pedestrian friendly through infrastructure improvements.
- Secure additional transportation funding through ARC and GDOT to implement the transportation plan.
- Fully implement the work management system and performance measures for maintenance operations.
- Develop and implement a long-term capital improvement program for Stormwater.
- Address water quality in impaired streams.
- Implement Intelligent Transportation System for traffic signals throughout the city
- Implement cost effective replacement program for signs and pavement striping to meet federal standards
- Implement joint use agreement with DeKalb Board of Education and Marcus Jewish Community Center
- Create Affiliated Partners Roundtable to harbor cohesion amongst user groups.
- Work with Dunwoody CVB to promote Dunwoody Parks and Recreation
- Develop MOU's with Affiliated Partners
- Continue to improve on facility and grounds maintenance
- Continue to research and obtain applicable grants for Dunwoody parks
- Solicit bids and proposals for maintenance and project needs to provide cost effective services for the City.
- Promote Dunwoody Parks and Recreation to neighborhood organizations and community groups.
- Manage bond funded parks development if the referendum passes
- Implement capital improvement projects in the parks based on other funding sources if the bond referendum fails

For additional depth and expertise, we have added URS as a subcontractor to our Team. URS was selected primarily for traffic engineering and operations support, however we can draw on their 200 plus professionals located on Abernathy Road if needed. Additionally, if a special expertise is desired, we can obtain support from their 50,000 employees, who are deployable worldwide.

PRICELESS: Our Team is priceless to the City. The knowledge of our Team cannot be replaced by another firm. All of our project team and support team, not just our managers, have a wealth of understanding of the City's infrastructure, the City goals and culture, with a depth and breadth that cannot be duplicated. Our Team is also priceless to Lowe. It is our intention to maintain our managers and staff as Lowe employees and reassign them to other projects should we not be selected for the next four years. We have recruited the Team, trained the Team, and invested in them with the goal of retaining all as long-term Lowe employees.

PASSIONATE: Our Team is passionate about working for the City of Dunwoody and serving the citizens, land owners and visitors. We go way beyond the call of duty and are dedicated to the success of the City. Our Team members spend many evenings and weekends responding as needed by this project and enjoy doing it. We enjoy coming to work each day and doing all we can for the City!

3.3.1.2 Section II – Corporate Background and Qualifications

Provide information on the Bidder’s firm organization, history, size, experience and skills regarding the Bidder’s record of accomplishment, reputation and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work.

Lowe Engineers, LLC, is headquartered at Six Concourse Parkway, Suite 1000, Atlanta, GA 30328, less than ½ mile from the City of Dunwoody. The firm was incorporated in Atlanta in 1957, and since that time has grown in size and expertise. Lowe is recognized as a leading engineering firm in the southeast by clients and peers alike, based on our consistency in quality and responsive service.

Lowe has a professional staff of 70± in Georgia, Alabama, and Louisiana, who provide municipal engineering and construction management, civil and transportation engineering, GIS mapping and surveying services to city, county, and state governments, the Department of Defense, and private developers throughout Metro Atlanta, the state of Georgia, across the United States and abroad.



Lowe has provided core services of civil engineering, transportation engineering, surveying, mapping and planning, project delivery and construction and program management to similar size municipalities for more than 50 years. Local municipal clients include the Cities of: Alpharetta, Chattahoochee Hills, Conyers, Dunwoody, Garden City, Johns Creek, Milton, Roswell, Sandy Springs, Smyrna and Union City and the Counties of: Bartow, Clayton, Cobb, DeKalb, Fulton, Gwinnett, Oconee, Paulding, and Rockdale. Repeat work has been awarded from all of these clients based on the quality of Lowe’s work product, staff performance and responsiveness.

We have provided management services like those included in this RFP to Dunwoody, Johns Creek, Milton, Sandy Springs and Chattahoochee Hills.

One measure of success is to be singled out by industry clients and peers with awards for performance. Lowe is honored to have received American Council of Engineering Companies (ACEC) awards in 2007, for Engineering Excellence for the Chattahoochee River Dam Removal Project; in 2011, the Honor Award for Bathymetric Mapping of Lake Lanier; in 2008, the Honor Award for Topographic Surveys on Infrastructure Support Projects at Ft. Benning, GA; and in 2003, the State Award for Engineering Excellence for the Kissimmee River Restoration Remote Sensing Pilot Survey.

Other engineering awards include: the 2002 A/E Excellence Award - Small Business, presented by the US Army Corps of Engineers, South Atlantic Division, for Outstanding Performance - Civil Works Program for 2002, and the 2003 National Employer Recognition Award presented by the American Society of Civil Engineers (ASCE) and the Committee of Younger Members (CYM) which acknowledges employers who support younger members’ participation in ASCE activities.

Lowe has been on the Zweig White *HOT FIRMS* list of Fastest-growing Architecture, Engineering, and Environmental firms in the US and Canada for 2007, 2008 and 2009. The “Hot Firm” designation is synonymous with success in the industry. Firms on *The Zweig Letter* Hot Firm List are recognized the world over as well-managed companies that outperform their peers because they do a better job for their clients.

Describe attributes, special capabilities, techniques or resources that make your firm uniquely qualified to provide requested services.

While many of our competitors can demonstrate extensive experience working with local governments on specific projects or programs, to our knowledge, Lowe Engineers is one of only three firms that has experience in Georgia managing an entire Public Works operation. Lowe is uniquely qualified not only based on our experience in Sandy Springs, Milton, Johns Creek and Chattahoochee Hills, but also because of our experience as part of the Dunwoody staff since the City's inception. Managers, engineers and technical staff from our Municipal Engineering Group have served as part of your City staff for the past three years. Our staff's institutional knowledge and thorough understanding of the City's professional culture will eliminate any learning curve in January 2012 and enable our staff to be responsive and effective from Day 1 of the City of Dunwoody

Lowe has added URS to our team to assist in traffic operations, particularly signal operations. URS is currently working in Sandy Springs and with the Perimeter Community Improvement Districts (PCIDs) and will provide additional depth in this area, plus the benefit of the coordination efforts with the surrounding community. Some attributes of URS are:

- Located minutes from City Hall
- Staff of over 40 transportation professionals and 200 staff locally, with over 50,000 worldwide
- Consultant to PCID for over 10 years
- Extensive signal operations experience (retimed hundreds of intersections in the last five years and currently managing numerous intersections for GDOT, counties, and cities)

As Dunwoody's Public Works and Parks and Recreation staff, Lowe has made progress with improving operations and has achieved efficiencies and cost savings in many areas. Some of our accomplishments include:

- Responding to and completing over 1,200 pavement repair requests and over 100 emergency repairs
- Establishing and tracking performance measures for maintenance subcontractors which resulted in improved responsiveness
- Receiving a *Golden Shoe* award for our proactive identification of over 1,700 sidewalk maintenance issues/defects
- Securing a \$400,000 *Safe Routes to School* grant for pedestrian improvements and \$850,000 in Transportation Enhancement grants
- Improving response and increasing available equipment for winter storm events at no capital cost to the City
- Completing paving, sidewalk and park demolition capital projects on time and under budget
- Securing \$100,000 in FEMA disaster relief funding to repair 10 failed stormwater pipes
- Implementing an \$180,000 energy efficiency grant to make improvements that will lower utility costs in park facilities

Our Dunwoody team is backed by the full resources of Lowe Engineers and our subcontractor URS, which gives them access to a full range of civil, transportation and traffic engineering, water resource, surveying, planning, GIS, and construction-related capabilities. Tasks not specified in the RFP that might be needed in an emergency are within the day to day operation & capacity of our Team.

Based on our municipal experience, Lowe has assembled a Team of professionals specifically to meet the needs of local government. This includes designers, transportation planners, signal engineers, landscape architects, surveyors and stormwater engineers who have previously worked directly or indirectly for local governments. Our team is very experienced using standard government procedures and practices, including bidding and procurement policies, grant management procedures (including such items as Davis Bacon), special construction procedures and standards,

emergency response procedures and government accounting practices. We are thoroughly familiar with the Plan Development Process (PDP) of GDOT, ARC rules, and EPD policies and procedures.

Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.

- **City of Dunwoody:** Lowe Engineers' Municipal Engineering Group has provided an on-site team and off-site support team to staff and manage the Public Works Department, including Parks, for the City of Dunwoody since its formation in 2008. The services we have performed and managed for the City include:

Public Works:	Infrastructure inventory and management, budgeting/forecasting, scheduling, and maintenance, public response
Transportation System:	Planning, plan review, design, maintenance, public response
Stormwater Utility:	Budgeting, inventory, planning, design/implementation, maintenance, public response
Parks and Recreation:	Planning, facility management, maintenance, budgeting, programming, public response

- **Cities of Sandy Springs, Johns Creek, Chattahoochee Hills, and Milton:** Our Municipal Engineering Group has provided outsourced municipal services for more than five years. In partnership with CH2MHill and now URS, Lowe has provided on-site management and engineering teams in the areas of public works, administration, community development and transportation management.

Lowe's responsibilities have included management of the cities' Capital Improvements Programs, preconstruction planning, procurement and coordination of subcontractors' work packages, site inspection, plan review, review and approval of development plans and studies, design and review of signal, intersection and pedestrian improvements, and property acquisition.

- **Perimeter Community Improvement Districts (PCIDs):** Lowe Engineers is providing Professional Engineering and Program Management Services under an on-call contract for various Transportation Infrastructure Improvement projects. The PCID contract also includes Program Management Services where Lowe Engineers acts as an extension of the PCID staff, assisting on an as-needed basis, with project management and coordination, programming, scheduling and other related services.

Services provided under this contract include: Transportation Design Services, Land Surveying, Traffic Engineering, Environmental and Geotechnical Services, Land Acquisition Services, Construction Management and Inspection Services, and Project Administration.

State whether the bidder has any pending litigation, and state whether the firm has had any litigation the last five (5) years and the outcome of such litigation.

Lowe Engineers, LLC, has one instance of litigation in the past five years. The case concerned an automobile accident involving a Lowe employee driving a company vehicle. The case has recently been settled with an insurance company payment.

Describe the "back office" attributes, capabilities, and resources that will support the staff positioned at the City's premise(s).

Lowe Engineers uses a blend of the project team and the resource team to provide services to Dunwoody (see Organization Chart in Section IV). The project team includes all individuals named on the organization chart and they are based at City Hall or frequently provide services and task accomplishment within the City. The project team has full

access to the resource team capabilities, when needed, and with our headquarter office's proximity to Dunwoody; the resource team is very responsive.

The project team provides overall management resources, plus general civil engineering, traffic engineering, stormwater engineering, and parks management. The resource team has greater depth and specialized expertise in all these areas, plus additional services, such as land planning, landscape architecture, grants acquisition, surveying, mapping, and GIS.

The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.

Lowe Engineers is a financially stable, privately held company that has shown consistent growth. We are in good financial standing with our financial institutions and creditors. Statements and audited overheads are available upon request.

Lowe Engineers, LLC gross revenues for fiscal years 2004 through 2010 are shown below.

LOWE ENGINEERS, LLC	
Year	Gross Revenues
2004	\$ 5.0 million
2005	\$ 6.5 million
2006	\$ 7.6 million
2007	\$11.3 million
2008	\$11.0 million
2009	\$11.3 million
2010	\$ 9.6 million

3.3.1.3 Section III - Response to the Scope of Work

Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Failure to address any item listed below may result in rejection of proposal.

Lowe Engineers' Municipal Engineering Group has been providing engineering services to the City of Dunwoody since 2008, under the current direction of Jon Drysdale, PE, and discipline leaders Michael Smith – Public Works, and Brent Walker – Parks and Recreation.

Since our contract with the City began, our Team has gained an intimate knowledge of the City's infrastructure, stormwater systems, streets and highways, traffic patterns, City parks and recreation facilities. This experience has given us a comprehensive understanding of the desires and vision of the City leaders and the concerns of your citizens.

Lowe Engineers is uniquely qualified to manage the wide-ranging scope of services for Public Works and Parks and Recreation. Lowe is the first, and only, engineering firm to have performed in this role for the City of Dunwoody, and we are one of the few firms to have undertaken this role anywhere in the region.

Armed with so much history, lessons learned and goals for the future, our Team is anxious to be selected to further assist you with the next phase of service in your Public Works and Parks and Recreation Departments. Lowe will continue to provide value to the City of Dunwoody by continuing with our current on-site staff, supplemented as needed with additional technical resources. Team director and manager resumes are in Section IV; resumes of project team members are included in the Appendix.

The responses to the Scope of Work will fully address the general scope of work items identified in the RFP, followed by the Public Works scope of services and responses to the Parks and Recreation Department scope of services.

A. PUBLIC WORKS

Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work for all section(s) being proposed.

As the Public Works management firm since the City's inception in 2008, Lowe Engineers has developed all of the systems, processes and policies for Public Works and has had a part in forming the work culture.

Lowe Engineers has a thorough understanding of the objectives, activities and deliverables requested by the City of Dunwoody. We believe we have built a solid foundation, made progress with the City's initiatives, and have so much more to do. Upon award of a new contract, top priorities would include:

- Paving
 - Transition from reactive maintenance to modern pavement management as the City works through the backlog of streets in poor condition
 - Conduct an update of the pavement condition assessment in 2014
 - Re-compete street maintenance contract
- Transportation Plan Implementation
 - Carry out vision of making Dunwoody more bike- and pedestrian-friendly
 - Use staff experience with ARC and GDOT to program and secure additional project funding
- Customer Service/Performance Measurement
 - Implement performance measurement in Public Works operations
 - Reduce response times to customer generated work requests
- Stormwater
 - Develop a long-term capital improvement program
 - Conduct a rate study
 - Address water quality requirements

We will meet with the City Manager and Staff to jointly develop an action plan that is responsive to immediate needs and long-term plans.

Firm's approach and methodology to ensure delivery of high quality services

In Dunwoody, Lowe has focused on three aspects of high quality service: (1) providing qualified personnel, (2) instilling quality into processes and (3) providing responsive service to the City and its citizens.

Lowe believes quality begins with attracting and retaining talented, conscientious professionals. Our ability in this area has been demonstrated in the filling of several key positions under the current contract with Dunwoody including the Public Works Director and Parks Manager positions. Lowe has assigned some of its most experienced and qualified staff to the City of Dunwoody. All of the engineers that support Dunwoody are licensed professionals. The average years of experience is 15 and several members have over 25 years. By providing a seasoned and accomplished staff to the City, we are able to deliver high quality service with fewer people than traditional public works operations.

We ensure that our staff stays abreast of industry trends by investing in training and participating in professional organizations. Under our current contract with Dunwoody we have provided the following training:

- Pavement Management
- Public Works Risk Management
- Bicycle and Pedestrian Design
- Attendance at the APWA national conference and technical sessions
- Complete Streets
- ADA Compliance
- Playground Safety
- GIS
- Floodplain Management

Moving forward, Lowe will continue to invest in our employees. Our staff will be required to participate in professional organizations which offer opportunities for sharing of information through professional journals, meetings, seminars, and training sessions. We plan to remain active in the following organizations:

- American Public Works Association
- American Society of Civil Engineers
- American Society of Highway Engineers
- Institute of Transportation Engineers
- Georgia Association of Floodplain Managers
- Southeastern Stormwater Association

Our focus on training and participation in professional organizations will allow the Lowe Team to continue to bring the City of Dunwoody innovative ideas and approaches to your public works and parks and recreation needs.

Lowe instills quality into the day-to-day operation of the Public Works Department in sometimes small, but significant ways. Examples include:

- We have a peer review policy that requires all formal communication such as technical reports and letters to citizens be reviewed by more than one person before release.
- The Director of Public Works' professional experience includes construction monitoring and quality control. Mr. Smith knows what it takes to ensure quality in construction and infrastructure improvements and he and his staff are actively engaged in every project. Contractors are held accountable to ensure their work is acceptable to the City.
- For larger projects that require full-time observation and specialty testing, we direct independent firms that specialize in construction quality control testing. When work is not completed in accordance with specifications or to the satisfaction of the City, we require the work to be redone or deduct the cost of the work from the value of the contract. Lowe has taken this approach to ensure quality on the paving work completed in 2010 and on several occasions with the street maintenance subcontractor.

"...thank you and your staff for your beyond belief responsiveness

... This kind of response from a City government, no one would believe, because that would never happen anywhere else. ... the citizens did all that they did to form this city, and the City Council pulled together an outstanding team. You guys are awesome!

Tom Riesmeyer, Citizen

Finally, quality service requires responsiveness to the City and its citizens. The City expects privatized City services to provide a higher level of service than citizens are accustomed to receiving from traditional governments and we strive to fulfill this expectation. Our Dunwoody staff has set internal goals to respond to calls and emails within 24 hours. We have set target completion times for maintenance work orders with the maintenance subcontractor and we make contact with concerned citizens a minimum of every 30 days for prolonged work. Poor service is frustrating for citizens and elected officials, detracts from civic pride and is bad for our business. Lowe is committed to ensuring delivery of high quality, responsive service.

Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.

Lowe will continue to focus on efficiency and cost savings in Public Works and Parks and Recreations operations. As we have done, we will evaluate opportunities for changes that increase efficiency and/or save costs and if they appear satisfactory, we will recommend them to the City Manager. In some cases the improvements have been within our managers' authority to implement and we will implement them as we have done over the last three years, while coordinating as needed with the appropriate City staff.

Lowe evaluates efficiency and cost-saving improvements by staying informed about industry best practices and by critically assessing emerging technology and innovative practices. We stay abreast of innovations through our experience and professional contacts in other agencies and through participation in professional organizations. Lowe sent several members of the Dunwoody project staff, including the Director, to the National Public Works Conference where they were able to learn about new technologies and exchange ideas and practices with colleagues from around the world. Our staff benefited from exposure to a variety of work order software solutions that helped us develop the scope for the procurement of the system eventually selected by the City.

Lowe was an integral part of the CH2MHill team responsible for the Public Works operation in the City of Sandy Springs. With a larger budget and a few years head start, Sandy Springs has tried new approaches to infrastructure challenges. Close communication between the staff in the two neighboring cities has given Dunwoody the advantage of witnessing firsthand which techniques provide the best value before committing resources.

For example, Dunwoody completed a city-wide pavement evaluation after seeing how a similar evaluation benefited Sandy Springs. Conversely, the Dunwoody staff has considered emerging asphalt resurfacing techniques such as warm in-place recycled asphalt, and observed a test project in Sandy Springs. We concluded, based on Sandy Springs' experience, that the technique was not appropriate for Dunwoody neighborhoods due to the impacts to adjacent landscaping and roughness of the finished surface.



Laser truck provided accurate data in City-wide pavement evaluations.

Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.

As demonstrated over the last 3 years, Lowe is available 24 hours per day, 7 days a week through its emergency phone system and staffing plan. All members of the Dunwoody project Team are equipped with laptops and smart phones. Internal customer service is as important to our staff as service to the public. Lowe is committed to fulfilling City Manager and City staff requests in a timely manner. The project staff holds regular meetings where we go over the status of projects and review deadlines. As part of this contract Lowe proposes to provide MS Project, project management and scheduling software, to enhance our ability to manage and track some of the larger infrastructure projects that are anticipated to begin in the next few years.

Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.

As we are currently providing management services, Lowe offers the advantage of not needing a transition period. Our institutional knowledge and availability of staff will result in an efficient continuation of services and no cost to the City for transition in our service areas. Additionally Lowe is working with other current City service area providers, Clark Patterson Lee and JAT/CGA, and will continue to coordinate with them as we have done. Lowe will also assist

the new providers, Jacobs and InterDev, as they are added to the City service provider team. We have worked with all these firms in the past and anticipate no problems during the transition.

Lowe is fully committed to supporting a successful and orderly transition should the City elect to award this work to another contractor. Throughout the course of our contract, we have documented processes and procedures and have maintained records and other documentation to support any future transition. During the transition period, we will work closely with the new contractor to transition records, and other documentation to support an orderly transition.

Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.

The equipment and supplies used for this contract are listed below. For the new contract we anticipate adding to this list: MS Project software for project management, and iPads.

- Handheld GPS units
- AutoCAD and Microstation design software
- Smart phones for all staff
- Digital Cameras
- Technical Library resources (e.g. AASHTO Design Guide, MUTCD, etc.)
- Trucks (City owned in 2012)
- Hand tools and field equipment

Lowe's corporate headquarters office is located two miles from Dunwoody City Hall. That office and its resources, such as color plotters and technical equipment are utilized periodically by the on-site Dunwoody staff.

Describe your firm's approach to support the City's environmental sustainability goals.

In Dunwoody, Lowe has carried out many activities that have a positive environmental impact on Public Works and Parks and Recreation including:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Considering sustainability in procurement decisions • Adhering to and enforcing the No Idling policy with Public Works vehicles and maintenance subcontractors • Overseeing the conversion of all traffic signals to LED bulbs at a discounted cost to the City • Requiring recycled asphalt on paving projects and considering other lower impact resurfacing methods • Implementing recycling in the parks • Implementing a low impact landscaping policy • Engineering low-cost retrofits of bike lanes on resurfacing projects | <ul style="list-style-type: none"> • Guiding development of the City's transportation plan which is substantially oriented towards alternative transportation modes • Working closely with Safe Routes to School committees at local elementary schools to encourage biking and walking to school • Traffic signal retiming - A comparison of travel times for the recently completed Dunwoody Village project indicated vehicle emissions were reduced by 10% to 15% simply through retiming and inexpensive signal modifications. |
|--|--|

Lowe will continue to support the City's sustainability goals by exploring strategies and pursuing outside funding to restore the health of the City's streams. We will continue to maintain coordination of the City's signals, evaluate timing periodically and pursue implementation of signal interconnectivity throughout the City. We will also continue to

implement sustainability policies adopted by the City including attaining LEED certification on certain City constructed facilities.

Lowe's perspective on sustainability aligns well with the City's environmental goals. Our President, Tim Lowe, chairs the Energy and Environment Committee of the Georgia Chamber of Commerce. As a corporation we have instituted everyday actions in all our offices to limit paper use, save electricity, and recycle. Our "Get Striped" campaign rewards proactive sustainable and eco-friendly actions among our staff and colleagues.

One of our Principals, Chris Owens, PE, is a Leadership in Energy and Environmental Design (LEED) Accredited Professional. He will provide environmental expertise as it relates to Public Works and Parks and Recreation as part of the Dunwoody project staff. Chris was responsible for the sustainable design of our new corporate office, which followed LEED guidelines. A detailed resume for Mr. Owens is in the Appendix.

Lowe is committed to meeting all of the general service delivery requirements outlined in RFP Section 2 as well as each specific item for Public Works. Following is a description of Lowe's past performance and proposed approach to each of the items listed within the scope of work for Public Works.

2.1.1 Provide services under the direction of the designated City Official. Such services shall encompass all those duties and functions reasonably and customarily associated with the delivery of the required services in accordance with local, state and federal laws including, but not limited to, the City Charter, City ordinances, and laws of the United States and the State of Georgia.

As the current Public Works and Parks and Recreation service provider, Lowe has unique knowledge and understanding of the duties and functions expected by the City of Dunwoody. We are committed to providing these services in accordance with local, state and federal laws under the direction of the designated City Official.

2.1.2 Comply with all OSHA and other federal and state statutes, regulations and standards for workplace safety and all other applicable laws regarding hazardous material and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site at the City.

Under the current contract, Lowe personnel have attended risk management training and we have an unblemished safety record. Lowe will comply with OSHA and other laws and regulations regarding workplace safety and hazardous materials.

2.1.3 Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's record retention schedules, as adopted and amended by City Council.

Having provided government services to Dunwoody and several other municipalities, Lowe is experienced with open records laws and specifically with Dunwoody's record retention requirements. Lowe is familiar with Dunwoody's electronic document management system.

2.1.4 Support the established culture throughout the City and community of Dunwoody.

Over the past three years, Lowe's staff has embraced the vision developed by the City's leadership and had had a part in creating the working environment at City Hall. We have supported and participated in all employee events. We have also worked closely with the community and in providing our services have developed new events like the Veteran's Day service and Movie Under the Stars that help develop community spirit. We have also played a part in

long standing community traditions such as the Independence Day Parade and Clean, Shine and Fix Up Dunwoody Volunteer Day.

2.1.5 Promote information sharing and collaborative work between all City staff and Contractors.

Lowe's staff currently works closely with City staff in a collaborative environment. We work seamlessly with Community Development on engineering and permitting issues and GIS, we consult with Dunwoody Police on traffic issues and work closely with the finance, administrative and legal staff. We will continue to promote information sharing and collaborative work through regular communication with other departments, including assisting the transition of new service providers selected by the City.

2.1.6 Identify, record and report relevant performance measurements for contracted service areas. Contractor(s) shall submit monthly reports monthly based on established performance indicators.

Under the current contract, Lowe has developed and tracked performance measurements for Public Works maintenance activities. We will work with the City to mutually agree upon additional performance measures and will report on these monthly. We believe the work management system that we are currently implementing will be a great aid in evaluating and reporting on performance measures.

2.1.7 Develop, implement, maintain and improve strategies to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staff promptly.

Lowe has proven the ability to identify and attract highly-qualified employees that fit well within the Dunwoody culture. Most of the members of the original project team are still Lowe employees and we have demonstrated the ability to quickly make key hires such as the Public Works Director, Parks Manager and Stormwater Manager. Retention strategies include a strong benefits package, employee recognition and appreciation efforts and support of professional development.

2.1.8 Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.

Lowe stays abreast of industry trends and legislation through membership and participation in a variety of professional organizations including the American Council of Engineering Consultants (ACEC), American Society of Highway Engineers (ASHE), the American Public Works Association (APWA), the Institute of Transportation Engineers (ITE), Georgia Recreation and Parks Association (GRPA) and the Southeastern Stormwater Association (SESWA). Our President, Tim Lowe, has served on boards and committees such as the Governor's Water Contingency Task Force that deal with regional issues and policy. We also actively monitor and participate in the activities of the Georgia Municipal Association (GMA) and the Atlanta Regional Commission's planning process. We will continue to research relevant trends and laws that might impact the City and communicate on the impact to the City. Additionally we will rely on URS to bring some additional national best practices to our team execution.

2.1.9 Provide the City with employees that have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments.

Lowe's municipal services group is very technology oriented and is always looking for ways to use technology to enhance effectiveness and productivity. Lowe has helped implement some of the City's software including ESRI GIS, PavePro and Cityworks work management system. We also interact with the City's IT infrastructure including SIRE and Tyler Incode on a daily basis.

2.1.10 Throughout the term of the contract maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment with the City.

Lowe is committed to maintain and implement documented training programs for its staff members throughout the duration of their assignment with the City. Under the current contract Lowe has provided the following training for its staff:

- Public Works Risk management
- Bicycle and Pedestrian Design
- GIS
- Floodplain Management
- Playground Safety
- Pavement management
- Complete Streets
- ADA Compliance
- Attendance at the APWA national conference and technical sessions

Our staff will attend structured continuing education programs that are relevant to Dunwoody's mission and priorities. Documentation of staff attendance will be maintained and updated with bi-annual reports to the City Manager.

2.1.11 Prepare an annual document that outlines education and professional development provided to the staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees.

Almost our entire project Team consists of registered engineers that must meet continuing education requirements to maintain an active license. We will prepare documentation annually that outlines our training plan for the prior and upcoming year. This will include participation in professional organizations, cross training of staff, employer supported training reimbursement, and establishment of training plans for each staff member.

2.1.12 Throughout the term of the contract research and implement operation improvements to increase efficiencies, improve service and reduce operating expenses.

Lowe has built our approach to providing these services around providing efficiency in how the services are delivered. We believe our approach will provide efficiency through 3 key elements:

- Relationship Coordination – an important component of our approach includes maintaining relationships with resource agencies. Lowe and URS staff regularly attend information meetings at ARC, GDOT and other agencies. Rather than using project resources to attend every meeting, we have initiated a process where information is shared between project and support staff. This approach allows the core on-site staff to focus on the City's business and attend only the most important meetings.
- Cross Training – Lowe is implementing a cross training and job sharing process that will produce efficiencies in service delivery. We have successfully implemented the concept of job sharing on numerous outsourced service contracts by cross training certain members of the staff to perform multiple job functions. This approach allows us to reassign staff to different functions as the workload dictates.
- Local office resources – Lowe will continue to take full advantage of the resources in our home office. We draw upon office resources for short duration tasks that require specialized expertise, equipment or software. For instance, a complex traffic modeling solution may require expertise and software beyond that available with on-site staff. Through our job sharing concept, we

temporarily assign personnel with specialized skill sets to the project. This approach saves the need to outsource certain tasks and/or purchase expensive software. Our local office bench strength is also important to filling any vacancies. When vacancies occur, we are prepared to temporarily or permanently assign office staff in positions needed to maintain service continuity.

As Dunwoody's Public Works and Parks and Recreation staff, Lowe has made progress with improving operations and has achieved efficiencies and cost savings in many areas. Some of our accomplishments include:

- Responding to and completed over 1,200 pavement repair requests and over 100 emergency repairs
- Establishing and tracking performance measures for maintenance subcontractors which resulted in improved responsiveness
- Receiving a *Golden Shoe* award for our proactive identification of over 1,700 sidewalk maintenance issues/defects
- Securing \$400,000 *Safe Routes to School* grant for pedestrian improvements and \$850,000 in Transportation Enhancement grants
- Improving response and increasing available equipment for winter storm events at no capital cost to the City
- Completing paving, sidewalk and park demolition capital projects under budget
- Securing \$100,000 in FEMA disaster relief funding to repair 10 failed stormwater pipes
- Implementing an energy efficiency grant (\$180,000) to make improvements that will lower utility costs in park facilities

2.1.13 Review all related processes, procedures and policies at least annually for amendments and improvements based on industry standards changes.

Lowe continually reviews processes, procedures and policies for relevancy and to improve efficiency and effectiveness. Evidence of this can be seen in the improvement in our response to winter storms and timeliness in completing maintenance work orders. We also recently proposed amendments to the truck route ordinance to ensure consistency with the City's transportation plan and continue to update the City's paving program and sidewalk policy with biannual reviews.

2.1.14 Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.

Lowe will continue to maintain and account for all information, equipment or property provided by the City. Lowe has been doing this over the last three years and will continue this effort.

2.1.15 Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.

Lowe will continue to manage all storage, maintenance, inspections and other necessary services needed by the trucks currently in use and any other equipment obtained and utilized in our service areas.

2.1.16 Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles.

Lowe has a motor vehicle use and safety policy in place which provides for the use of City vehicles by any Lowe staff and is sufficient to ensure the City is protected regarding the use of vehicles.

2.1.17 Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.

Under the current contract, Lowe has provided two vehicles to the City for use by Public Works and other staff and has branded these vehicles in accordance with the City Manager's direction. Lowe will continue to obtain approval of the City Manager on any vehicle make, model, and age assigned to this project and will adhere to the required City branding standards.

2.1.18 Furnish and maintain for the benefit of the City all labor, supervision, and equipment not otherwise provided, which are necessary and proper for performing the services, duties, and responsibilities set forth and contemplated as necessary to maintain the required level of service.

Lowe has a unique understanding of the City's expected level of service and the resources necessary to meet those expectations. We will continue to provide the required staff and supervision necessary. The equipment and supplies used for this contract are listed below. For the new contract we anticipate adding to this list: MS Project software for project management, iPads.

- Handheld GPS units
- AutoCAD and Microstation design software
- Smart phones for all staff
- Digital Cameras
- Technical Library resources (e.g. AASHTO Design Guide, MUTCD, etc.)
- Trucks (City owned in 2012)

2.1.19 Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.

Lowe is familiar with the City's media and elected official communication protocol. Our City staff is experienced in responding to the various local media in a professional manner that reflects positively on the City. This is evidenced by the fact that our staff leadership has been authorized to speak directly with the media on previous occasions. We understand the importance of media relations and communication with elected officials and will continue to communicate through the City Manager or his designee.

2.1.20 Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are subject to change throughout the term of the contract.

Lowe will continue to maintain established business hours (0800-1700, Monday- Friday) and provide appropriate staffing during these periods. Additionally staff will continue to support after-hours activities as necessary and maintain emergency on-call services 24/7/365.

2.1.21 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

Lowe will continue to provide Jon Drysdale as the primary contact, available to the City on a twenty-four(24) hour basis, seven (7) days per week. For operational issues, the Public Works Director, Michael Smith, is the primary contact and other on-call staff are available through the after-hours emergency phone system, as needed.

2.1.22 Use the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City related matters, including both incoming and outgoing mail.

Lowe conducts and will continue to conduct City business using the City's mailing and e-mail addresses.

2.1.23 Prepare and provide to the City update reports submitted monthly and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific performance indicators established for each service area.

Lowe has provided quarterly and yearly reports on initiatives and performance under the current contract. We understand that the City desires to move towards more performance measurement and we are prepared to provide monthly reporting on our activities. With several of the management tools that we are currently implementing or will implement in the future, we are confident that we can move toward providing real time reporting of performance.

2.1.24 Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.

Lowe has assisted in the preparation of the annual budget by providing strategic management plans needed for continuing services in our assigned areas. We will continue to do this during the budget period and other times if requested by the City Manager.

2.1.25 Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.

Lowe is experienced in developing long range plans and capital programs for Dunwoody and other municipalities as evidenced by our development of the City's paving plan, sidewalk improvement plan, stormwater discharge permit program, transportation plan and parks and greenspace plan. Every year we have provided and will continue to provide budget recommendations to City leadership. Once the City sets its budget priorities every member of our staff (including administrative staff) sets departmental and individual goals that align with the City's priorities. We review our activities and services at the beginning, mid-point and end of each year and review financial reports monthly.

2.2.1-1-2.2.1.4 Provide services under the direction of the City Manager or designee. Provide a Public Works Director, approved by the City, with full responsibility to manage all staff necessary to perform the services, duties, and responsibilities set forth. Provide the City with a primary contact to act as a liaison between the City and the Contractor and to be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

[2.2.1.1, 2.2.1.2] Lowe proposes to continue Public Works management under the leadership of the current director, Michael Smith, who will work under the direction of the City Manager or designee.

[2.2.1.3] Mr. Smith will be the day-to-day direct point of contact. Jon Drysdale, Municipal Services Manager, is the contract liaison between Lowe and the City. Mr. Smith has more than 15 years of construction and civil engineering experience related to infrastructure and transportation. He has managed departments for much of his career, where he has developed capital improvement programs, capital

*"We and our neighbors appreciate your prompt response to our request for these repairs. Our experience with the Dunwoody Public Works Department has been excellent."
Larry Glassman, Dunwoody GA, Citizen*

"...We appreciate your openness and accessibility because it reflects a positive, caring attitude towards residents and taxpayers in Dunwoody."

Christopher Bonwit, on behalf of the Board of Directors, The Woodlands

maintenance plans, comprehensive transportation plans, and parks and recreation master plans, in addition to administrative management of staff and budgets.

Mr. Smith has made a significant impact on Dunwoody's Public Works internal systems and infrastructure improvements. He has implemented many initiatives, as discussed in the cover letter and throughout the scope, and is excited about the future possibilities in Dunwoody. He is a knowledgeable Public Works Director and is always looking to improve upon past success.

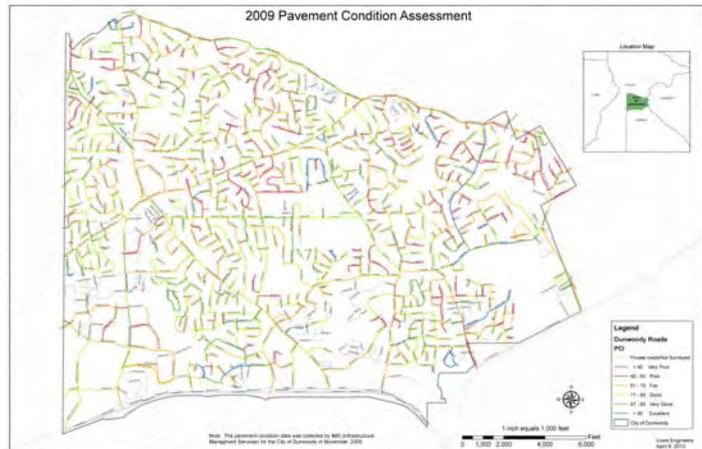
[2.2.1.4] To facilitate communication and responsiveness, Lowe provides laptops and smart phones for the entire project staff and is in the process of equipping the team with iPads. As the primary contact, Mr. Smith will continue to be available on a 24-hour, seven-days-per-week basis.

2.2.1.5 Develop capital improvement plans for applicable Public Works service areas

Lowe has developed the initial capital improvement plan and every subsequent plan for each service area of Public Works. We share the City's philosophy of methodical planning based on thorough analysis and objectivity. We have created 5-year paving plans based on a quantitative evaluation of every street in the City, and a long-range capital sidewalk plan prioritized on objective criteria. Lowe directed development of the City's comprehensive transportation plan which included extensive public involvement, and outlines the priorities for capital investments in transportation. We have completed an inventory of the City's entire stormwater system, and we are currently evaluating the utility's long-term capital needs.

With plans in place for each of the service areas, we see implementation of the various improvements planned in each service area as a major emphasis going forward. It is important for public perception and cost effectiveness to ensure that projects are coordinated. For example, if there is a known problem with a storm sewer beneath a city street, we want to replace the sewer before the street is repaved. We accomplish this goal through careful planning, communication and use of GIS technology.

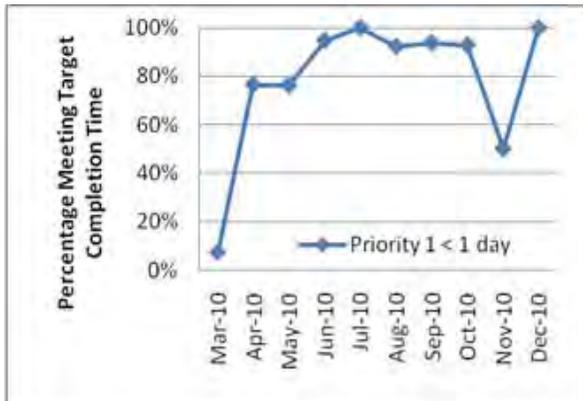
In addition to coordination among plans, Lowe's future efforts will be focused on maintaining good records on completed projects through use of GIS and continuing to refine the plans as funding and priorities change over time. We recommend at least a partial update to the pavement condition assessment in 2014 after five years of paving have been completed. As a follow up to the initial inventory, this assessment should focus on arterial and collector roads that have not been resurfaced and evaluate the rate of deterioration over time as well as the structural characteristics of these streets. This additional information will further inform decision making when prioritizing streets for resurfacing.



Map depicting pavement conditions of streets in Dunwoody

Lowe has developed Dunwoody's initial Capital Improvement Plan and every subsequent plan for paving, sidewalks, transportation improvements, stormwater and parks.

2.2.1.6, 2.2.1.7 and 2.2.1.9 Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City. Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards. Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.



The graph shows our record for priority work orders for ten months ending in December 2010.

Lowe has successfully managed all engineering, design and maintenance contracts for Public Works operations and capital projects. In the area of maintenance, Lowe maintains records of all work orders, sets the priorities and monitors progress. The work order list is updated daily and sent to the appropriate contractor. The Director meets with the maintenance contractor weekly to review work activities and convey expectations. Lowe has developed performance measures that establish expected completion times based on the priority assigned to the work order. We review performance and work with the contractor to improve performance when the completion time is exceeded.

Thorough oversight is critical to the success of capital projects. For the paving and other projects the City has completed, we have provided two layers of oversight. The first layer is led by a

Lowe engineer who actively manages the project and is engaged with the contractor on a daily basis. The current and proposed Public Works staff for the municipal services procurement consists of designers as well as personnel experienced in capital planning, construction and maintenance for all types of public infrastructure.

The second layer is a third party inspection firm working under Lowe's direction that performs quality control testing and ensures that the contractor meets the required specifications.

Lowe's major objectives in project management and supervision moving forward are:

- To integrate the work order management system into the daily operation of the Public Works.
- To competitively bid various maintenance service areas to ensure value, and continue to evaluate performance standards.
- To equip the department with MS Project, project management software, for scheduling and managing capital projects
- To continue performance measurements as directed by the City Manager

2.2.1.8 Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.

Refer to Sections 2.2.3 and 2.2.5 below.

2.2.1.9 Conduct all activities necessary to maintain a street system plan, including but not limited to, conducting necessary studies and implementation of traffic control improvements.

Refer to 2.2.1.6, 2.2.1.7 and 2.2.1.9 above.

2.2.1.10 Maintain the inventory of all transportation related assets, which shall include but not be limited to, traffic signals, street signs, street lights, guard rails, sidewalks, roads, curbs and gutters, traffic calming

devices, storm water catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2012 in a manageable electronic database format.



*Public Works Director,
Michael Smith, accepts PEDS
Golden Shoe Award in
recognition of pedestrian*

Under the current contract, Lowe has developed in-house, the databases for traffic signals, street signs, street lights, sidewalks and traffic calming devices. Our effort in inventorying all sidewalk maintenance issues earned the City a Golden Shoe award from the pedestrian advocacy group, PEDS (see section 2.2.4).

Lowe also worked with specialty subcontractors to inventory assets and develop databases for roads, curbs and gutters and storm water structures.

Many hours have gone into the development of high quality, thorough inventories of the City's assets and it is important to ensure the continued integrity of the databases. Lowe will accomplish this through accurate recordkeeping and regular maintenance of the databases. The most important aspect of the new work order management system recommended by our staff is that it will be an extension of the GIS database that stores the City assets. When maintenance work is performed and recorded in the work order management system, the GIS asset database will be automatically

updated. Rafael Lawrence, a Dunwoody civil engineer, is experienced in working with the City's GIS database, and Stephanie Stack, a GIS specialist, was involved in the creation of most of the existing databases for Public Works. They will ensure the technology works as it was designed to and that the data is current and correct.

2.2.1.11 Respond to public requests and complaints in a timely and professional manner and keep logs of the resolution of all such requests and complaints.

"The prompt attention paid to patch the potholes on Littlebrooke Lane was extraordinary.

The standards of service set by the city of Dunwoody compared to that of DeKalb County is a proof point as to why the incorporation of Dunwoody was the only right answer.

*Thank you
Doug McMahon" Citizen*

Dunwoody's public-private partnership model was implemented to provide a high level of service, cost effectively. Still a relatively new practice, this type of business structure is gaining acceptance across the country because of, among other benefits, more responsive and better quality service.

Responsiveness to citizens is very important to Lowe and we continuously evaluate our performance in this area. All requests and complaints are logged and tracked until they are resolved. Some issues take longer to resolve; for these we have implemented a protocol whereby the citizen who raised the issue is given a monthly status

update. We have also maintained and tracked performance measures such as 'work order-days to completion' on a monthly basis since early 2010.

We see an opportunity to improve in the areas of public communication through the implementation of the work order management system. We plan to integrate the system with Public Works' current public interface for reporting issues, *SeeClickFix*, and enable Public Works to develop a database of citizen contact information that can be used for regular, automated communication and follow up on the status of work.

On past paving projects, Lowe has used social media to provide daily progress reports of paving activities. We plan to increase the use of these applications in the future as one way to provide beneficial information to the public.

2.2.1.12 Attend City meetings to represent Public Works as required and directed by the City Manager.

The Director or his designee will continue to attend all meetings as required and directed.

2.2.1.13 Track, maintain, and report on key performance indicators established by the City for Public Works in a timely manner.

For the past three years Lowe has tracked, maintained and reported on key performance indicators such as work order time to completion. We will continue this practice and will add any other indicators established by the City. Currently, performance reporting involves manual compilation of work order information and lags the actual work by a month or more. The new work order management system will enable Public Works to generate a number of real time reports on work status and performance measures. This real time reporting will allow us to address performance issues more quickly. With more reporting capability we anticipate expansion of the performance indicators that will be tracked and reviewed with the maintenance subcontractor.

2.2.1.14 Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.

After three plus years working for the City of Dunwoody, Lowe has gained an understanding of the needs and responsibilities involved in the operation and management of the Public Works Department. We are flexible to changing priorities, responsive to time-driven work orders, and provide the highest level of engineering and management expertise with our highly skilled staff. We are committed to making the City a model for others to emulate by being proactive and innovative in the daily performance of our duties. As we move forward through the next four years we will continually be aware of changing needs and adjust accordingly from our current operations.

2.2.2. Street Maintenance and Striping

Since the commencement of Public Works operations, Lowe has overseen more than 1,300 pavement repairs and responded to over 100 emergency repair requests and has conducted all activities necessary to maintain a first class roadway infrastructure system. Since we began tracking performance measures in January 2010, the average days for completion has been 10, and we have pushed the maintenance subcontractor to complete over 95% of Priority 1 repairs within 24 hours.

Lowe has overseen more than 1,300 pavement repairs and responded to over 100 emergency repair requests.

Our current and proposed Dunwoody team has experience in design and construction, performed in accordance with industry standards including Georgia Department of Transportation (GDOT) specifications, the American National Standards Institute and American Society for Testing and Materials (ASTM) standards. Several members of our staff are former GDOT employees and the Public Works Director has extensive experience applying ASTM standards to ensure construction quality.

Lowe has worked closely with the City and the maintenance subcontractor to provide emergency service during weather-related events, from routine thunderstorm damage, to historic flooding in September 2009, and major winter storms in 2010 and 2011. In the winter storm early this year, several members of Lowe's Dunwoody team stayed in a hotel in Dunwoody for three nights to be able to coordinate and even work alongside the maintenance crews spreading salt.

After major weather events, we thoroughly review the actions taken and lessons learned to improve future response plans and times. For instance, after the recent winter storm experience, we developed maps of the City to indicate sections of streets where icing frequently occurs. The lesson that preparation is vital to keeping the City mobile was reinforced this winter. With Lowe's guidance, the City has a salt stockpile, access to a snow plow, and three salt

spreaders. At no capital cost to the City, Dunwoody now has as much or more equipment on a per-road-mile basis than most jurisdictions in the metro Atlanta region, and is responding to winter storms at a fraction of the costs reported by other jurisdictions.

Future priorities in street maintenance and striping include developing a striping plan that is coordinated with the 5-year paving plan. The striping plan will also address new federal requirements that establish minimum standards for nighttime striping visibility. Lowe will continue to update paving plans and recommends a pavement condition assessment update in 2014 as discussed in Section 2.2.1.5. Lowe plans to explore ways to track pavement maintenance costs by street segments so that the cost of maintaining a particular street can be included as a factor in the pavement management program.



Ongoing repaving throughout the City

A significant concern (and topic for discussion) is utility excavations. We have observed that excavations have a major detrimental effect on the City's streets. We are exploring options for limiting street cuts for utilities on recently paved streets and plan to discuss implementation of new guidelines for utility excavation with the City when we have concluded our research.

The Public Works department, under Lowe's direction, has completed 1,553 signal and street sign work orders

2.2.3 Traffic Signals, Street Signs and Street Lights

Since operations began in December 2008, the Public Works department, under Lowe's direction, has completed over 1,500 signal and street sign work orders, many of which were emergency, after-hours calls.

Lowe's staff recently completed an evaluation of signal timing in the Dunwoody Village area and worked with the City's maintenance subcontractor to implement improvements. [The time travel data are shown on the following pages.] Our on-site staff is also trained and experienced in applying the Manual on Uniform Traffic Control Devices (MUTCD), a national standard governing signal, sign and striping installation.

Our Public Works director has persistently pursued signal equipment upgrades funded by Georgia DOT and has recently secured funding to upgrade 13 intersections at a cost value of approximately \$75,000. Through our efforts and coordination we have ensured that all of the City's 58 intersections will be using the most modern equipment at no cost to the City.

Efficient traffic signal operations are a vital component to moving people and vehicles throughout the City. Lowe recognizes the importance of a continued emphasis on the effective signal operations and maintenance. In recognition of this, Lowe has added URS to our team and we will tap their resources to support signal operations. This will help tremendously with coordination of traffic between Dunwoody and Sandy Springs and PCID areas.

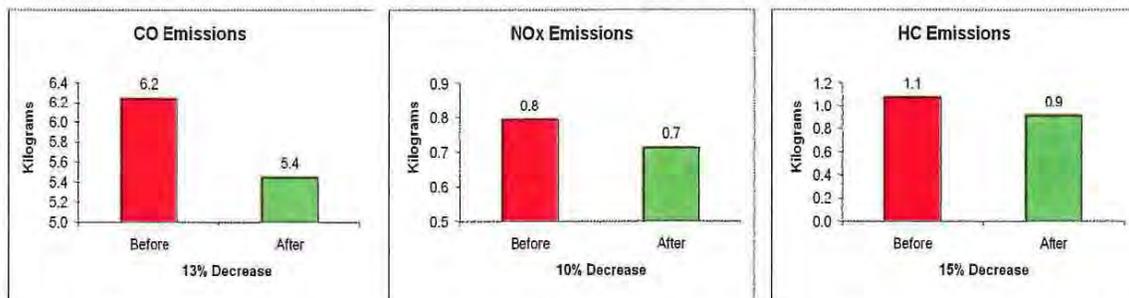
A comparison of travel times for the Dunwoody Village traffic signal project indicated vehicle emissions were reduced by 10% to 15% through retiming and inexpensive signal modifications.

The following text and graphics are taken from a travel time report on Chamblee-Dunwoody Road and Mount Vernon Road.

In order to determine the effectiveness of the new signal timing plans, travel time studies were conducted to evaluate and document the results of the timing plan development process. These were completed in both directions for two separate segments: Chamblee-Dunwoody Road from Womack Road to Roberts Drive, and Mount Vernon Road from Ashford Dunwoody Road to Vermack Road. This report presents the results of the “before” and “after” studies that were conducted for both ends of the system. The travel time studies were conducted on typical weekdays during three time periods of the day: A.M. Peak, Midday, and P.M. Peak. The following charts show the average improvements for both directions of travel on both segments of the system during all three-time periods:



Improvements (based on field travel time studies) were shown in travel time, average number of stops, and total delay reductions. The new timings allowed motorists to better keep their speed through the system by coordinating successive intersections. Carbon monoxide, oxides of nitrogen and volatile oxygen compounds are three types of vehicle emissions that are regulated by Federal law. The following charts show the change in vehicle emissions for both directions of travel on both segments of the system during all three-time periods:



Delay incurs direct costs upon motorists in the form of increased fuel consumption and the value of their time wasted while waiting in traffic. Motorists using the Chamblee-Dunwoody system during the three peak periods will save 23,637 hours and 14,182 gallons of gasoline each year because of improved traffic flow due to the new timing plans. Conservatively assuming a vehicle occupancy rate of 1.2, \$12.00 per hour for the value of motorists’ time and \$2.50 per gallon for gasoline, annual savings to motorists on the entire system will be \$340,374 in the form of reduced travel time delay and \$35,456 due to reduced fuel consumption, for a total annual savings of \$375,829. Based upon these figures, the new Chamblee-Dunwoody system timing plans pay for themselves every 26-27 workdays.

With these updates, it is important that this equipment be inspected and cleaned on a regular basis to ensure optimum performance. Lowe will work with the City's signal maintenance subcontractor to ensure cleaning, inspections and equipment adjustments (e.g. signal heads) are completed and properly documented on an annual basis and as needed at other times.



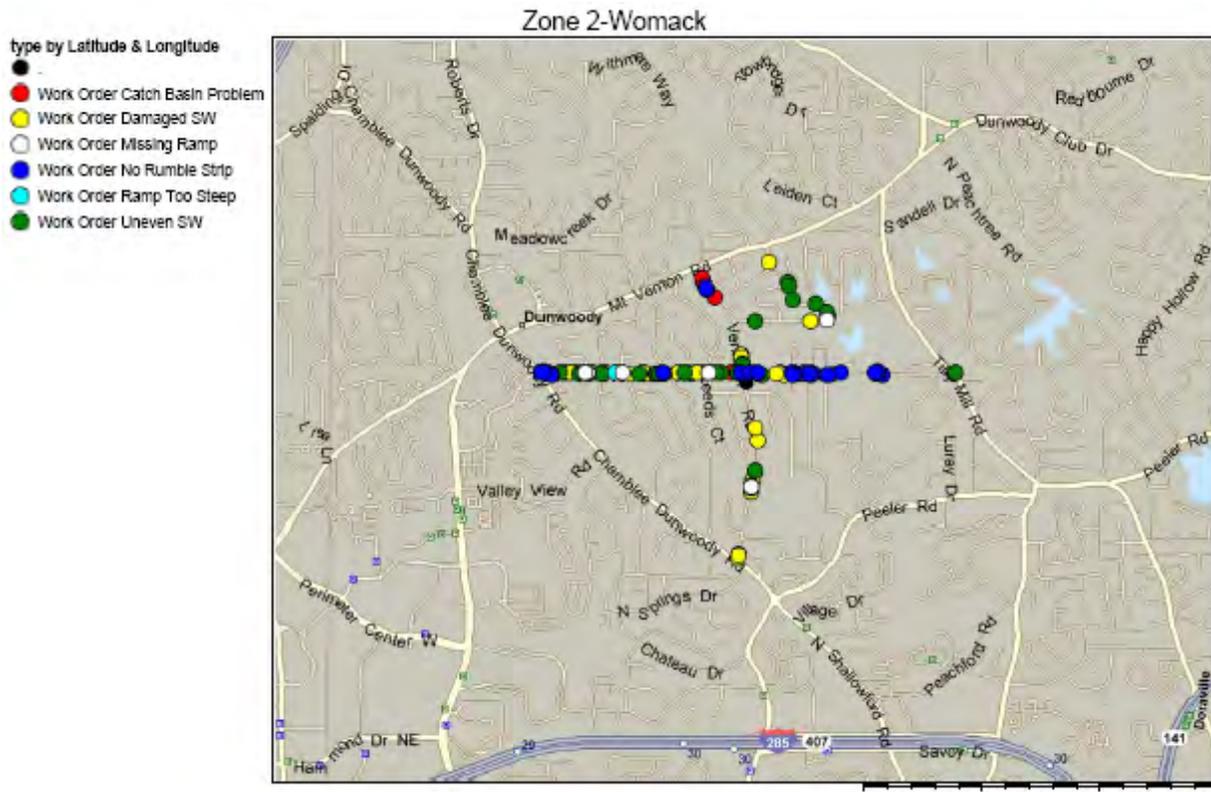
Replaced stop signs meet Federal Retroreflectivity Standards

Lowe has begun and will continue implementation of the street sign replacement program to meet Federal Retroreflectivity Standards.

Finally, Lowe will continue to coordinate street light installation and maintenance with the City's street light service provider, Georgia Power, including evaluation of options to reduce City costs in this area.

2.2.4 Sidewalks, Gutters and Related Street Areas

In the first year of Dunwoody Public Works operation, Lowe personnel completed an inventory of the City's sidewalks and identified 1,702 sidewalk maintenance issue or defects. **This work earned the City a Golden Shoe award from the pedestrian advocacy group, PEDS.** Lowe has begun to address these issues and due to the large number, has attempted to effect economies wherever possible to improve the sidewalk infrastructure. Lowe has used the City's street maintenance subcontractor for short segments of new sidewalk and for a sidewalk repair project and ADA ramp retrofit on Peachford Road. We also packaged several relatively simple sidewalk construction projects and ADA ramp retrofits into a single design-build bid to save costs on design and construction.



Sidewalk maintenance inventory

The challenge moving forward is to find ways to economically accomplish the identified sidewalk repairs while addressing new issues that arise, and funding new sidewalk construction. Lowe will continue to explore different approaches, including seeking an on-call contractor that specializes in concrete work who could be utilized for repairs and ADA ramp retrofits. Sidewalk and curbing will be installed in accordance with applicable GDOT, ANSI and ASTM standards. Lowe will also formalize the City's ADA transition plan to comply with requirements of the American's with Disabilities Act (ADA).

In the area of right-of-way maintenance, Lowe has developed a map of all of the right-of-way areas that require regular maintenance. We are working with the maintenance subcontractor to become more proactive in right-of-way maintenance instead of reactive to requests for cutting, clearing and cleaning by establishing a mowing pattern and schedule.

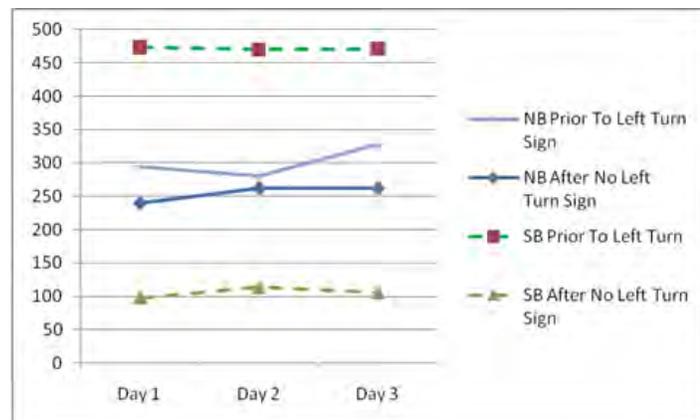
2.2.5 Traffic and Transportation Engineering

One of Lowe Engineers' core services is traffic and transportation engineering. The current and proposed Dunwoody project team includes professional engineers with extensive experience in pavement maintenance, transportation planning, traffic signal design and operations, road design, streetscape improvements, bicycle facility design, traffic calming and the use of GIS technology to manage transportation asset databases.

The effect of vehicular traffic on neighborhoods is a frequent concern of Dunwoody residents. To address what is sometimes a controversial issue among neighbors, Lowe developed a traffic calming policy in 2009 that provides an objective process to guide the City's implementation of traffic calming. The policy was adopted by City Council and has been used by Lowe to address numerous neighborhood requests, including installation of speed humps in the Village Mill neighborhood.

One aspect of the policy that has saved the residents and City money, considers low cost solutions such as signage, before investing in higher cost, more permanent solutions such as speed humps. This approach effectively quelled cut-through traffic on Mill Shire. Lowe recommended installation of a No Left Turn sign off of Dunwoody Club in lieu of a concrete barrier island. The recommendation was met with some skepticism by the residents but we conducted traffic counts before and after installation – **see traffic comparison chart below** - and enforcement of the sign resulted in a 70% decrease in traffic on Mill Shire. Another low cost solution that our Dunwoody project team supports is the narrowing of travel lanes to calm traffic.

Dunwoody's location, commerce, non-grid street system, and limited transportation options all contribute to make traffic management such an important issue to the community. Lowe recognizes the importance of monitoring the existing traffic signal system and of continuously exploring methods for improving traffic flow in a non-grid environment. We have tackled some of the low-hanging fruit in this area. Examples of low cost intersection improvements for safety and operations that Lowe has made include the Dunwoody Village signal re-timing project, signal modifications for safety at Chamblee Dunwoody and Spalding, and the addition of a left turn lane at Dunwoody Club and Brooke Farm in conjunction with the Dunwoody Club repaving project. Through our experience in securing grant funding and



relationships with GDOT, Lowe has helped the City secure a \$400,000 Safe Routes to School grant for pedestrian improvements around Kingsley Elementary School and has obtained updated traffic signal equipment for 13 intersections valued at \$75,000, at no cost to the City.

We understand Dunwoody's desire to improve the transportation system for all users. In addition to the sidewalk initiatives and improvements discussed in the preceding sections, we have worked with the City and community to make low cost improvements that benefit cyclists. Where many traditional departments would be content to keep the status quo when it comes to lane widths and street cross sections, Lowe, under the City Council's leadership, is willing to decrease lane widths and look for ways to accommodate bicycles cost effectively within the City's existing infrastructure. Having developed both the transportation plan and the parks plan, we recognize the importance of integrating the planning for recreational trails with the City's transportation system.

Lowe helped the City secure a \$400,000 Safe Routes to School grant.

As the manager of Public Works, Lowe is committed to seeking continuous improvements to the City's transportation system. We will review and update transportation infrastructure plans annually, including the City's road inventory, the re-paving plan, striping plan and sidewalk plan. The recently adopted Comprehensive Transportation Plan addresses public space standards for sidewalks throughout the City and references the Georgetown and Dunwoody Village master plans and the existing PCID standards for public space in those areas. We will continue to refine and update those standards as necessary. The plan also provides recommendations for working towards a more grid-like street system in commercial areas of the City.

Based on our experience in the City, there are no intersections where new grade-separation crossings for vehicular traffic are appropriate. While efficient for traffic flow, interchanges require a lot of right of way and tend to create barriers for pedestrians and bicycles. Lowe will continue to seek innovative approaches to relieve traffic congestion, but we feel that grade-separation crossings are inconsistent with the City's character and the City Council's vision for a pedestrian- and bicycle-friendly community.

In the area of traffic operations we will monitor the traffic signal system and continue to explore methods to improve traffic flow and will continue to direct installation of any required updates on an annual or as-needed basis. We plan to complete signal retiming in the Georgetown area. We are developing a plan for signal interconnectivity throughout the City that would initially allow communication and remote monitoring of signals within the PCID and Dunwoody Village area. In working with the PCID and Sandy Springs to pursue state funding, our goal is to extend the connectivity to the Mt. Vernon Road, Chamblee Dunwoody Road, North Shallowford and North Peachtree Road corridors. This interconnectivity would provide improved coordination of signal timing and would allow for remote access and troubleshooting. The benefits would be less delay time for citizens and cost savings on emergency signal maintenance calls. The Lowe project Team maintains a good working relationship with the PCIDs and will continue to maintain regular communication in accordance with the Memorandum of Understanding.

Lowe staff shares the City's vision for providing more connectivity and opportunities for biking and walking. We will continue to seek innovative, cost-effective ways to improve the infrastructure for pedestrians and cyclists, including pursuing grant funding and exploring low impact, logical off-road trail connections. We recently enhanced our expertise in trail and streetscape design and development with the addition of **Katie Blankenstein**, a talented and creative landscape designer/urban planner with extensive experience securing bike and pedestrian-oriented transportation grant funding (Ms. Blankenstein's resume is in the Appendix.).

Our Public Works project Team will continue extensive use of GIS technology as a management tool. We have developed GIS databases for Dunwoody's traffic signs, signals, street centerline, pavement condition, storm water system, speed limits, sidewalks, truck routes, and bicycle routes. Integration of the maintenance activities with the GIS assets will be a key initiative in 2012, as previously mentioned.

Lowe has considerable experience in various traffic calming techniques and will continue to administer this program, including reviewing requested traffic calming projects, meeting with impacted neighborhoods and implementing construction if approved and funded by the City.

Several important events will occur over the next year that will have a tremendous effect on Dunwoody's ability to enact the transportation plan recommendations. The Atlanta region is finalizing a project list for a regional sales tax referendum in 2012. Also, the Atlanta Regional Commission will adopt the regional transportation plan (Plan 2040) and will likely issue a call for projects for several funding categories. Lowe has a thorough understanding of the City's transportation needs and is uniquely positioned to guide the City through this critical transportation funding timeline. As the funding picture becomes clearer, we will integrate this information into the existing transportation plan and all transportation engineering responsibilities needed to meet Dunwoody's needs. We have developed an implementation plan for the projects in the master plan and will execute it as directed by the City Manager. We will continue to aggressively pursue funding opportunities to close the funding gap for Dunwoody's transportation priorities.

2.2.6 Stormwater

Since the creation of the stormwater utility in late 2009, Lowe has overseen the completion of over 900 stormwater maintenance work orders, over 25 pipe replacement projects, and the inventory of more than 13,000 stormwater pipes and structures. We have successfully applied for and received a National Pollutant Discharge Elimination System (NPDES) permit for operation of a Municipal Separate Storm Sewer System (MS4), and successfully completed a Georgia EPD audit. In September 2009, Lowe responded to historic flooding and secured \$100,000 in FEMA disaster relief funding which was used to repair ten failed storm pipes.

Lowe has overseen the completion of over 900 stormwater maintenance work orders, over 25 pipe replacement projects, and the inventory of more than 13,000 stormwater pipes and structures.

Lowe will continue to provide high-quality service and expertise in the design, operation and maintenance of the stormwater system in accordance with applicable standards, regulations and laws. We will continue to create, review, update and maintain necessary documents and implement policies and procedures required by Dunwoody's NPDES permit and the Clean Water Act. Lowe has developed an excellent rapport with the Community Development staff and will continue to integrate activities with Planning and Zoning, sharing information and working collaboratively on issues related to site plan review. As part of the overall Public Works operation, the Public Works Director will be the primary point of contact for the City Manager. The Public Works on-call telephone system and personnel will be utilized for 24-hour emergency coverage for stormwater related issues.

Lowe will continue to manage the stormwater utility with the mission of compliance with the Clean Water Act and working to improve the water quality of the City's streams. For each stormwater capital project, we will ask: "How will this affect the water quality of the receiving water downstream?"

Mandatory water conservation measures are focused on drinking water, regulated at a regional level and implemented by the County water department. Lowe will work with other City departments, where appropriate, to implement water conservation practices.

Looking to the future, the stormwater utility faces several challenges. From a maintenance and operations perspective, the primary challenge is the cost to replace the aging infrastructure. Most of the pipes that make up the system are corrugated metal that have exceeded their design life of 25 to 30 years. Lowe is currently developing a capital improvement plan and a rate study to determine if the current stormwater fee is adequate to offset the costs of pipe repair and replacement. We will also continue to ensure that the City is billing for all revenue it is due by preparing the parcel level data necessary to calculate billing data and providing the calculations to the City Manager and Finance Director in a timely manner. Through a thorough review each year, Lowe has already found over \$300,000 in additional, previously uncollected, revenue.

After historic flooding in 2009, Lowe secured \$100,000 in FEMA disaster relief funding which was used to repair ten failed storm pipes.

Perhaps a more complex challenge will be improving water quality in Dunwoody's streams. There are three streams with high levels of fecal coliform on the Georgia EPD's list of impaired streams. This pollutant is associated with urban runoff and animal waste and has proven difficult to control in other communities. Urban runoff is also causing stream bank erosion. Stormwater engineering is a relatively new and evolving field, and addressing urban runoff in a built environment, such as Dunwoody, where much of the development occurred prior to stormwater regulation has proven to be challenging in other communities. As the immediate concerns of the deteriorating infrastructure are addressed, Lowe will use the ingenuity of our staff and evaluate best practices of other stormwater utilities to address water quality and stream degradation. Despite the challenges, Dunwoody's location at the top of the watershed enables the City to control its own destiny when it comes to stormwater management. Lowe's goals of making the City's stormwater utility a leader in stormwater management and pollution prevention complement the City's focus on sustainability and are positive steps in the City's growth.

2.2.7 Emergency Preparedness

As discussed in Section 2.2.2, Public Works, Lowe has responded to historic flooding in 2009, thunderstorm events and several major winter storms. We have consistently improved our winter storm response, documenting where road icing frequently occurs, arranging for salt storage and increasing the amount of equipment available to the City. In 2010 we worked with the Police department to develop a comprehensive emergency response plan that outlines



Dunwoody is responding to winter storms at a fraction of the costs reported by other jurisdictions.

procedures for Public Works response to weather events, natural disasters and other disaster scenarios. Compared to other jurisdictions, Dunwoody's available equipment, response cost and relationship with law enforcement is exceptional. Lowe will continue to review, revise, implement and maintain the City's emergency preparedness program in accordance with law and local government practices. We will integrate and coordinate Public Works operations with appropriate local, state and federal agencies and provide assistance to the Dunwoody Police during storm events. On behalf of the City, Lowe proposes to solicit additional on-call contractors to provide tree clearing, debris removal and related services on an emergency response basis. We also recommend the City consider inter-departmental training such as a desktop emergency response exercise to enhance the City's preparedness.

B. PARKS AND RECREATION

Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work for all section(s) being proposed.

Lowe Engineers has a thorough understanding of the objectives, activities and deliverables requested by the City of Dunwoody. As a key part of the startup team when the City acquired the Parks from DeKalb County in 2010, our staff has developed all of the systems, processes and policies for Parks and Recreation and played a major role in forming an operable framework.

The addition of Brent Walker as Parks and Recreation Manager in 2010 introduced a unique, disciplined approach and methodology to the operations of Parks and Recreation. His early efforts have made an impact and he hopes to have the opportunity to carry out long-range plans through a renewal of the current contract.

Top priorities for Parks and Recreation for the next phase will include:

- Park Maintenance
 - Continue to raise the maintenance standards to ensure Dunwoody Parks are an asset to the community.
- Programming
 - Improve existing partnerships with affiliated agencies that operate in Dunwoody Parks and Recreation Facilities and look for new partnerships to expand the City's recreation programming ability.
- Parks Master Plan Implementation
 - Develop capital projects to enhance and expand service offered to the community.

Approach and methodology to ensure delivery of high quality services

Lowe's approach and methodology to ensure high quality service is to build strong relationships with the programming partners and citizens involved in providing recreational services. Many of the past year's successes in Parks and Recreation have been as a result of our relationship with affiliated programming partners, such as the Dunwoody Nature Center. High quality programming has been delivered to the citizens of Dunwoody through this relationship and the facilities have improved for the safety and enjoyment of the residents. Letters of commendation and gratitude for our responsive service are included in the Appendix.

Quality service requires responsiveness to the City and its citizens. The City expects privatized City services to provide a higher level of service than citizens are used to receiving from traditional governments and we strive to fulfill this expectation. Mr. Walker will continue to develop partnerships to expand the recreational components beyond those available within City facilities through Joint Use Agreements. He offers his wealth of Parks and Recreation experience and the high standards



that made him part of a National Recreation and Parks Association Gold Medal Award winning agency while working with Gwinnett County Parks and Recreation. His goal is to raise the Dunwoody Park System to this gold medal standard.

Methodology to ensure collaboration with City staff to research, evaluate and, if authorized, implement efficiency and cost-saving improvements

Mr. Walker’s knowledge and background in park planning and development, programming, and maintenance will be a major factor in implementing efficiencies and cost-saving improvements. He is innovative in identifying new sources of revenue, such as matching grants, and promoting parks efficiency initiatives to supplement revenues. This past year, Mr. Walker has forged a partnership with Warren Technical School to provide facility upgrades to the greenhouse barn at Brook Run Park at minimal cost to the City. He has also recently completed electrical upgrades, to include installation of more energy efficient HVAC systems and lighting controls, at the North DeKalb Cultural Arts Center and Brook Run Park Maintenance Building through an \$180,000 Georgia Environmental Finance Authority’s Energy Efficiency and Conversation Block Grant which will reduce the electrical costs to these facilities

Lowe’s proposed organizational structure provides resources and technical expertise that are not typically available to traditional recreation departments and we have been able to provide extra in-house services to the City. For example, our engineers redesigned the parking lot striping at Dunwoody Park which not only provided more parking spaces, but also addressed stormwater issues. On numerous occasions our project team has been able to produce maps through GIS on short notice. Currently, our urban planner, Katie Blankenstein is working with Mr. Walker on landscaping improvements at Brook Run.



Greenhouse at Brook Run Park

Lowe will continue our hands-on approach to maintenance and will continue to research cost-saving practices for park maintenance. We will bid skilled trades and contracted services out on an annual basis to ensure the best quality and value are obtained for the City.

Approach to maintaining appropriate and timely communication with the City Manager and City Staff Requests

Brent Walker has demonstrated a perceptive management approach as the City of Dunwoody Parks Manager. He is often ‘in the field’ and is the first to know of activities in the city parks. He is available 24/7 by phone or in person to the City Manger and City Staff to discuss any items of concern. Additional qualified Lowe staff are available through our emergency phone system and staffing plan. All members of the Dunwoody project team are equipped with laptops and smart phones that include email capability.

Mr. Walker is available to the City Manager and City Staff for regularly scheduled meetings or specially called meetings. As a representative of the City, he will also communicate parks and recreation information to the general public through neighborhood organization meetings, workshops, and special events. These meetings often occur outside of normal work hours and on weekends.

Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.

As we are currently providing management services, we do not anticipate any transition issues within Parks and Recreation at the beginning of this contract. If there are changes in providers or staff in any of the other service areas, we will work with the new firms to assist the City in the transition. At any point should the City choose to end its relationship with Lowe, we will handle transition issues in a professional manner.

Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.

The equipment and supplies used for this contract are listed below. For the new contract we anticipate adding to this list: MS Project software and iPads.

- Handheld GPS units
- AutoCad and Microstation design software
- Smart phones for all staff
- Digital Cameras
- Technical Library resources (e.g. AASHTO Design Guide, MUTCD, etc.)
- Trucks(City owned in 2012)

Lowe's headquarters office is located two miles from Dunwoody City Hall. That office and its resources, such as color plotters and technical resources are utilized periodically in support of Dunwoody staff.

Firm's approach to support the City's environmental sustainability goals

Lowe Engineers is very familiar with the City's accomplishments and goals of becoming a model sustainable community. We see parks as a natural foundation and resource to continue the progression of accomplishing your goals. We have made excellent progress this year establishing sustainability as a commonly accepted principle to be considered in all Parks and Recreation activities.



Lowe is working with the Community Development Department toward achieving the Green Communities Silver Certification through the Atlanta Regional Commission. Some of the elements of the certification include: adopting parks maintenance guidelines to plant native species; designing landscapes to require less irrigation, and providing recycling

facilities within the parks and at all special City events. We have also included pedestrian access to the Parks in our Transportation and Parks Master Plans.

We also assisted the Community Garden at Brook Run Park expansion efforts by repairing and opening up the City greenhouses for their use and installed new water lines in the garden area. We have been diligent with tree removals on City Property to ensure we follow the guidelines in the Zero Net Loss Tree Ordinance and worked with other non-profit agencies for tree plantings at Brook Run Park. Currently we are addressing erosion issues in the dog park at Brook Run to reduce contaminations in our waterways.

We are committed to the region's ecosystem and environment and will strive to increase greenspace and the tree canopy, and improve the use of park space for the enjoyment of the public by instituting sustainable processes throughout the park system.

Lowe assisted the Community Garden at Brook Run Park's expansion efforts by repairing and opening up the City greenhouses.

2.7.1.1 Provide a Parks and Recreation Manager approved by the City with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth.

Lowe Engineers has provided a Parks Manager, Brent Walker, since June 2010. Brent has specific experience developing Parks and Recreation departments and programs, supervision and training of Parks and Recreation staff, and budget creation and monitoring.

Since his early years in the mid-90's as a Youth Enrichment Manager for the City of Auburn, AL, Parks and Recreation Department, his natural leadership skills and love of nature have guided his career to other Parks and Recreation departments, large and small. Most recently he served Gwinnett County for ten years.

He has been effective as Lowe's Parks and Recreation Manager and has worked with consultants on the City's Parks and Greenspace Master Plan. This effort will enable him to make decisions in his yearly planning that will dovetail into the ten year master plan. He has also developed a 25 year capital improvement plan if funds are not realized to complete the Parks Master Plan with 10 years.

He has improved efficiencies with implementation of work order systems, creation of qualified vendors and contractors lists, development of a turf management plan, putting contracts out to bid on an annual basis, and enhancement of department record keeping systems.

Lowe proposes Brent Walker to continue in the capacity of Parks and Recreation Manager to provide the unique level of knowledge and innovation he has provided thus far to the City of Dunwoody Parks system.

2.7.1.2 Provide services under the direction of the City Manager or designee.

Brent Walker will continue to respond to any and all direction from the City Manager or his designee. Along with Brent, the City will have access to services provided under the Public Works Department

"Brent ...has been a great facility manager: accessible, responsive and focused on results."

Bob Kinsey Spruill Center for the Arts

"...he is a creative thinker with a solid perspective on the types of things needed to enhance our park facilities."

Bill McCahan, Brook Run Conservancy

"Brent Walker and Lowe Engineers are the best thing that's happened to Dunwoody Park, ever. They bring great ideas, quick response time, and a wonderful partnership spirit to DNC."

*Claire Waggenspack Hayes
Former Director
Dunwoody Nature Center*

through Michael Smith, (Public Works Director, Carl Carver, Deputy Director/Stormwater Manager), Rafael Lawrence, Civil Engineer, and all other project and support team members.

2.7.1.3 Provide the City a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

Lowe will continue to provide Jon Drysdale as the primary contact, available to the City on a twenty-four (24) hour basis, seven (7) days per week. For operational issues, the Parks Manager, Brent Walker, is the primary contact and other on-call staff are available through the after-hours emergency phone system, as needed.

2.7.1.4 Provide off-hours emergency service and support on a 24-hour basis seven days a week.

Lowe Engineers currently provides a 24-hour, seven-days-a-week emergency service and support for Parks and Recreation and Public Works through the Public Works Emergency Phone Line. In the last year we have responded to after-hour calls for waterline breaks, vandalism, and to provide facility access for recreational programs. This service has worked well, and will continue under the new contract.

2.7.1.5 Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for facility maintenance.

Since the City's acquisition of the parks from DeKalb County in June of 2010, Lowe's primary focus has been to ensure the Recreational Facilities are in good repair. This year many noticeable improvements have been made, such as the demolition of two buildings at Brook Run Park, new water lines installed at Dunwoody Park, Brook Run Community Garden and Dog Park. Proactive and preventative maintenance will continue to be a primary focus under the new contract. Mr. Walker recently completed his bi-annual inspection of the City playgrounds to ensure that they meet national safety standards.

We will work diligently to maintain the parks to a high standard and ensure that all equipment and facilities are compliant and safe. The work order system being implemented by Public Works will facilitate parks maintenance for affiliated program providers and the general public.

Noticeable improvements this year include the demolition of two buildings at Brook Run Park, a new water line installed at Dunwoody Park, and boardwalk repairs at the Dunwoody Nature Center.

2.7.1.6 Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.

Lowe has developed a list of vendors and contractors who are qualified to repair and maintain the park facilities. We directly coordinate their efforts and oversee the work as it is being done to ensure the quality level of their labor meets the City's high standards. Under the new contract we will continue to oversee all contracted labor and will evaluate their services and continue to look for cost savings by annually bidding these services.

2.7.1.7 Verify and update all information provided or obtained from other sources.

All records will be kept up to date in GIS and other files, maintained by the Parks Manager and accessible to City Staff at any time. Any discrepancies will be communicated to the appropriate outside source to be rectified.

2.7.1.8 Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.

The Parks Manager will work with other City staff to ensure all work is carried out in compliance with local, state and federal regulations. He has worked with the City Attorney to create lease agreements and deed transfers for additional park property.

2.7.1.9 As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.

Lowe will track and maintain required performance indicators and will assist in the development of any new indicators. We will monthly report on these indicators to the City. We anticipate that Public Works' new work order management software will aid in this effort.

2.7.1.10 Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

As the City of Dunwoody parks system grows and matures, Lowe will identify needs and address them with the City Manager offering alternative solutions. For instance, we will work with affiliated partners to renew lease agreements and establish general guidelines for use of City facilities that will be mutually beneficial for the City and its partners. We will continue to work with other community agencies, such as the Marcus Jewish Community Center, to provide recreation services to Dunwoody citizens.



2.7.2 Parks Maintenance

2.7.2.1 Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities.

Mr. Walker currently works with a contracted maintenance staff on a daily basis and completes weekly inspections of the parks system for the City of Dunwoody. He is in constant communication with them concerning maintenance needs. He also works as a liaison between affiliated partners and the maintenance staff to provide the level of service the community expects by implementing a work order system so that requests for repairs can be routed to the maintenance staff in a timely manner. He will continue these services under the new contract and will re-bid the contracted services to ensure the best value and the highest level of service.

2.7.2.2 *Oversee maintenance of the city parks.*



Playground at Brook Run Park

Lowe has worked with the contracted maintenance provider to implement a maintenance schedule for cleaning and upkeep of city park facilities. This includes daily trash removal, restroom cleaning, weekly landscaping, a turf management plan and monthly playground inspections. An annual maintenance plan (attached in the appendix) has been developed to ensure the highest level of park maintenance. As the park facilities are improved and new amenities are added, the maintenance plan will be reevaluated and improved where needed.

2.7.2.3 *Ensure repairs are completed in a timely manner.*

Timeliness is our motto! In many cases the repairs listed in the RFP have been rectified in less than 24 hours. Repairs that required more manpower or special equipment have been resolved in less than one week. We will continue to provide this level of service under the new contract to ensure the parks are clean, safe and inviting. Work order software is being implemented and will be used to track completion of repairs, as well as guarantee a timely response.

2.7.2.4 *Review, revise, develop, and recommend to the City Manager short-, mid-, and long-range plans for capital improvements.*

Since September 2010, Lowe has worked with the consultant on the City's Parks and Greenspace Master Plan. We are very familiar with this 10-year plan and what the eventual outcome from a maintenance aspect will be. With that in mind, we are very much in tune with what short-term and mid-term capital improvements should be, based on the long-term goals of the plan. This knowledge enables us to evaluate the needs within the parks so we have created a 10-year and 25-year capital improvement plan based on potential available funds (attached in the appendix).

2.7.2.5 *Conduct all activities necessary to identify, develop, and prepare submissions for any federal, state or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.*

With the assistance of Mr. Walker, the City of Dunwoody received a \$100,000 Georgia Department of Natural Resources Recreational Trails Grant for Brook Run Park, and is expecting to begin construction on this project very soon. Lowe also is assisting the City in the implementation of an \$180,000 Energy Efficiency and Conservation Block Grant from the Georgia Environmental Finance Authority. These grants will be used to improve the parks, replace aging systems, reduce utility costs and help the City achieve its sustainability goals.

Lowe understands how important greenspace acquisition is to the City. Mr. Walker will use the expertise of Michael Smith, the Public Works Director, who has previously helped secure funding for multiple tracts totaling over 150 acres of greenspace acquisition. Mr. Walker also has the available resource of Katie Blankenstein, an urban planner with Lowe, who also has extensive experience in securing grant funding.

With the assistance of Mr. Walker, the City of Dunwoody applied for a \$100,000 Georgia Department of Natural Resources Recreational Trails Grant for Brook Run Park and is expecting to be awarded the grant very soon.

2.7.2.6 Oversee the planning, procurement and execution of capital projects for park improvements including, but not limited to, bonded capital projects.

In addition to successfully completing Dunwoody's capital park projects on time and within budget for the last two fiscal years, Lowe's Dunwoody staff has extensive experience managing all aspects of a capital program for parks including bonded capital projects. While working for Gwinnett County Parks & Recreation, Mr. Walker worked with the Project Development Division to construct several community centers and passive park facilities with SPLOST funds. He was integral in the development of these sites with the end programming capabilities in mind. His years of experience in recreational programming were very beneficial in selecting construction materials and facility floor plans to optimize their use and reduce long term maintenance costs.



Building demolition makes way for park greenspace

Additionally, Mr. Smith previously served as the Director of Capital and Community Improvements for Rockdale County where he managed the largest capital program ever undertaken by the County. This \$75 million program included bonded Special Purpose Local Option Sales Tax (SPLOST) funding for over \$4,500,000 in park improvements. Mr. Smith's park development experience includes greenspace acquisition, trail planning and construction, park concession facilities, playgrounds and construction of a 12-court tennis complex.

In June, City Council adopted a master plan for parks. Mr. Walker has developed a multi-year capital improvement plans for parks based on multiple funding scenarios. He is familiar with the city's purchasing policies and is highly experienced in managing capital projects.

2.7.2.7 Maintain all Parks and Recreational facilities as outlined in the above activities.

Mr. Walker is intimately familiar with all the listed properties, which he visits and inspects regularly. His knowledge of the properties will enable him to make proactive decisions as park development progresses. A work order system is being implemented to streamline requests for repair from the affiliated partners to expedite repair time and ensure that quality repairs are completed.

2.7.2.8 Identify and perform other park maintenance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

As the City of Dunwoody parks system grows and matures, Mr. Walker will identify maintenance needs and address them with the City Manager to consider possible solutions. His interest and research in all things park-related will ensure outside-the-box thinking and creative planning.

Recreation

2.7.3.1 Develop and recommend to the Park and Recreation Director short-, mid- and long-term plans for capital improvements and implement said plans as directed.

Since September 2010, Lowe has worked with the consultant on the City's Parks and Greenspace Master Plan. We are very familiar with this 10-year plan and what the eventual outcome from a maintenance aspect will be. With that in mind, we are very much in tune with what short-term and mid-term capital improvements should be, based on the long-term goals of the plan. This knowledge enables us to evaluate the needs within the parks and create a capital improvement plan based on available funds. We will implement the plan as funded and directed.

2.7.3.2 Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.

Mr. Walker currently works with a contracted maintenance staff on a daily basis and completes weekly inspections of the parks system for the City of Dunwoody. He is in constant communication with them concerning maintenance needs. He also works as a liaison between affiliated partners and the maintenance staff to provide the level of service the community expects. He will continue these services under the new contract and will re-bid the contracted services to ensure the best value and the highest level of service. He will be creating an affiliated partners roundtable to discuss the recreational needs in the community and introduce new practices to improve the usage of City park facilities.

2.7.3.3 Plan, recommend, implement and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include but are not limited to festivals and 5Ks.

Mr. Walker and Jada Drysdale, the Administrative Assistant for Public Works, administer all special events permitting for the City. They have permitted more than 50 special events since June 2010 using an electronic files distribution system to expedite the process and reduce waste. We meet with event organizers to confirm their understanding of park rules and public safety, ensure the event does not conflict with general park use by the public, and to assist in facilitating their event. They have been instrumental in the success of the Dunwoody Music Festival and Dunwoody Lemonade Days.

Lowe has brought a new focus to Parks and Recreation. We have recommended, planned, and implemented staff-initiated events such as *Pics in the Park* and the Veterans' Day Memorial Event. The community identified special events as a primary desire in the Parks Master Plan survey and we will continue to create special events and recreation programs for the enjoyment of the citizens of Dunwoody.

Lowe has administered permitting for more than 50 special events since June 2010 and planned and implemented staff-initiated events such as PICS IN THE PARK and the Veterans Day Memorial event.

2.7.3.4 Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with other City activities.

We have established an events calendar that is continually updated to prevent conflicts of events on city properties. There is regular communication with the City marketing department concerning proposed event dates. All event dates are cross-referenced with the city-wide calendar to assist organizers in selecting the best date and time for their event. This practice will continue under the new contract.

2.7.3.5 Coordinate with the City's Police Department for traffic control and provide cleanup for all recreational activities upon closure of events.

Lowe works closely with the police department through the event permitting process to address public safety and traffic concerns with the applicant. With staff-initiated events, a police liaison is consulted and is part of the event planning team to ensure public safety concerns are addressed. Sanitation and cleanup are part of the standard protocol in event planning. Maintenance staff hours are adjusted to work the event so that bathrooms and grounds are kept orderly throughout the event. This practice will continue under the new contract.



Police Officers at the Bike Rodeo

2.7.3.6 Administer all contracts with private instructors programs.

Mr. Walker has more than 15 years of experience in administering community classes with private instructors. The City currently has only one private instructor through the skate park. During contract negotiations with him, Brent negotiated a higher rate of profit sharing for classes and lessons. Lowe sees an opportunity to expand these programs as a potential revenue source for the City and to provide additional recreational opportunities to the citizens of Dunwoody.

2.7.3.7 Manage and administer the collection of all fees and revenues from City provided recreational programming, devise and implement a system for the security of all revenues collected.

Revenues for the Dunwoody Parks Department are primarily accrued through facility renters and skate park revenue. Jada Drysdale, the Public Works Administrative Assistant, assists Mr. Walker in managing all facility rentals and ensures payments are made to the Finance Department.

The skate park revenue is delivered to City Hall by the contracted concessionaire. A biannual audit of these funds is conducted by Mr. Walker, in conjunction with the Finance Department, to assure that funds are correct. Mr. Walker will continue to work with Finance to make certain monthly leases are paid by affiliated partners and he will renegotiate these leases at the appropriate time.

2.7.3.8 Coordinate specified aspects of utilization of parks with emergency management procedures of local, state and federal agencies.

Under Lowe’s proposed organizational structure, Parks will have the benefit of full coordination with established Public Works emergency management procedures and plans. Lowe will continue to review, revise, implement and maintain the City’s emergency preparedness program in accordance with law and local government practices. We will integrate and coordinate operations with appropriate local, state and federal agencies.

2.7.3.9 Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreating programs and special events.

Mr. Walker and Jada Drysdale, the Administrative Assistant for Public Works, administer all special events permitting for the City. They have permitted more than 50 special events since June 2010 using an electronic files distribution system to expedite the process and reduce waste. They meet with event organizers to confirm their understanding of park rules and public safety, ensure the event does not conflict with general park use by the public, and to assist in facilitating their event.

Mr. Walker and Ms. Drysdale manage all needed planning, implementation and coordination of staffing for recreational programs. The coordinated effort will continue to be a key function of our staff.



Young participants at Bike Rodeo, May 2011

2.7.3.10 Plan, implement and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed

Lowe staff works closely with Dunwoody Senior Baseball to manage the athletic fields at Dunwoody Park. We are currently pursuing a Joint Use Agreement with the Marcus Jewish Community Center and DeKalb County Schools for access to their athletic facilities and will identify other organizations that will allow the Parks Department to use these facilities at a minimal cost.

2.7.3.11 Establish, operate and oversee all aspects of emergency management procedures with local, state and federal agencies to ensure a safe recreational system.

Parks and Recreation will benefit from Lowe’s Public Works experience in responding to emergencies and will be integrated fully into the Public Works emergency management plan. Since the City’s inception, Lowe has responded to historic flooding in 2009, thunderstorm events and several winter storms. In 2010 we worked with the Police department to develop a comprehensive emergency response plan that outlines procedures for response to weather events, natural disasters and other disaster scenarios.

Lowe will continue to review, revise, implement and maintain the City’s emergency preparedness program in accordance with law and local government practices. We will integrate and coordinate operations with appropriate local, state and federal agencies. On behalf of the City, Lowe proposes to solicit additional on-call contractors to provide tree clearing, debris removal and related services on an emergency response basis. We also recommend the City consider inter-departmental training such as a desktop emergency response exercise to enhance the City’s preparedness.

Mr. Walker maintains open communication with the Dunwoody Police Department and seeks their guidance when planning special events in the park facilities and utilizes them as a resource to best determine race and parade routes as part of his responsibilities to issue special event permits. He also assists the Police Department in their SWAT training exercises by scheduling them to use Brook Run Park and notifying the public of these activities.

In this management plan for the skate park, the City will save more than \$88,000 annually in staff overhead while still receiving revenue, and the concessionaire will continue to provide oversight of the facility and enhanced user experience.

2.7.3.12 Maintain and update a programming and management plan for the continued operation of the Brook Run Skate Park

As of May 1, 2011, Mr. Walker, under the direction of the City Manager, opened the Brook Run Skate Park as a free-admission facility. He was able to accomplish this by terminating the facility's management contract to reduce operating expenses. The former manager was then contracted as a concessionaire and now pays a revenue share to the City. In this management plan for the skate park, the City will save more than \$88,000 annually in staff overhead while still receiving revenue, and the concessionaire will continue to provide oversight of the facility and enhanced user experience. This is a one-year contract and the terms will be renegotiated, during which time a guaranteed minimum monthly lease may be required.

Along with the cost savings to the City, another benefit will be increased classes and programs at the skate park. Mr. Walker will work with the concessionaire to offer classes, camps and special events that will generate additional revenue for the City.

2.7.3.13 Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

As the City of Dunwoody parks system grows and matures, Lowe will identify other recreational service needs and address them with the City Manager to identify possible solutions. We will work closely with the community to ensure that Dunwoody Parks and Recreation is providing the desired services to its citizens.



MusicFest at Brook Run Park was a well-attended event.

3.3.1.4 Section IV – Proposed Personnel

The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. This section shall only include resumes of proposed departmental Directors and Managers. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. In addition, Bidders shall provide answers to the following:

Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.

The Lowe project team is uniquely staffed to support the City in the Public Works and Parks and Recreation Departments. Our currently assigned Public Works Director, Michael Smith, and Parks & Recreation Manager, Mr. Brent Walker, have been approved by the City to serve in these roles. Carl Carver, PE, is our Stormwater Manager and also has been approved to serve in this role. We understand the City has the final say in the key personnel assigned to the project and we will comply with this requirement.

Lowe uses a project team and support team staffing methodology. The project team includes personnel that are full-time, on-site and personnel that are part-time, on-site specialists in municipal work. This project team includes sixteen personnel who work daily in municipal services, providing Public Works and Parks and Recreation support to Dunwoody and other Cities/Counties in metro Atlanta. Lowe has over fifty support personnel working out of our corporate offices, approximately two miles from City Hall. This local depth of experience allows us to provide uninterrupted, seamless support during times of vacancy for vacation, sickness, FMLA, or attrition. We have demonstrated this during the last three years of support with no issues.

Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.

The Lowe project team is one of the few firms that has demonstrated the ability to perform outstanding municipal services in a public-private-partnership arrangement. We have been part of private teams that have supported Dunwoody, Sandy Springs, Milton, Johns Creek, Union City and Chattahoochee Hills over the last few years. We have developed and demonstrated the ability to become part of the City, adopting the City's philosophies and goals as our own, and accomplish our services as a City stakeholder, not just a consultant.

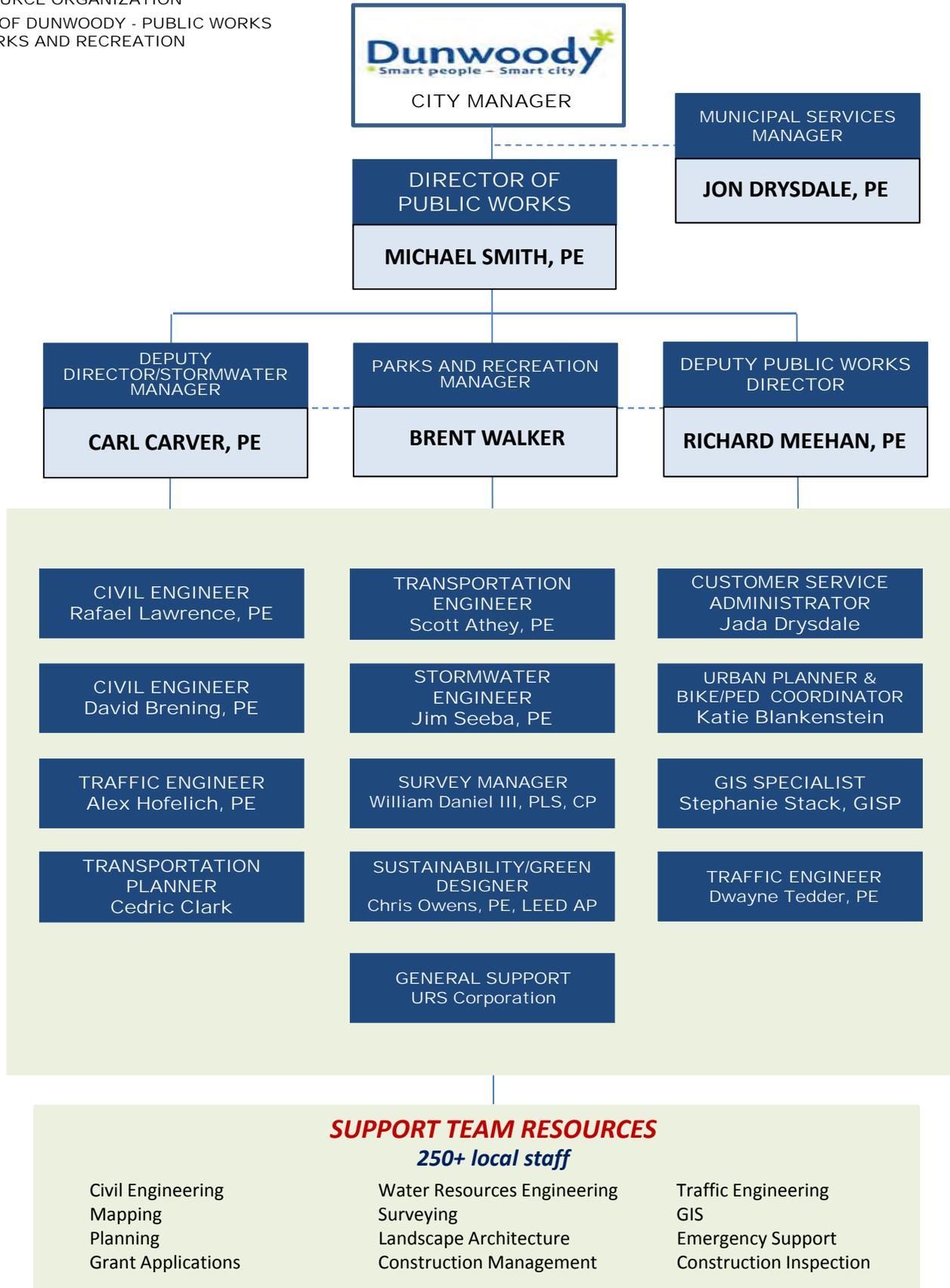
Provide resumes or professional profiles of key personnel (Directors and Managers) already identified that the Contractor would likely assign to this project.

The key management roles, as well as a majority of the proposed staff in each discipline, are the familiar faces you have worked with over the past 3 years. Our managers, engineers and technicians know and understand both the physical territory and the operational policy aspects of your City. This team will provide continuity to the City staff and a knowledge base of past projects. They will be able to "pick up where they left off" on 1 January 2012.

The Lowe Management Team of Jon Drysdale, Michael Smith, Carl Carver, and Brent Walker will ensure our staff of Public Works and Parks and Recreation experts understand the City's goals, timelines, policies and procedures. In addition to Dunwoody, many have recent similar experience in neighboring municipalities. They understand their roles as representatives of the City, and the importance of quality workmanship and timeliness of deliverables.

Our proposed City of Dunwoody Director and Manager resumes are on the following pages.

LOWE ENGINEERS, LLC
 RESOURCE ORGANIZATION
 CITY OF DUNWOODY - PUBLIC WORKS
 & PARKS AND RECREATION



RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody** – As the Manager for Municipal Services for Lowe, Mr. Drysdale provides direction and staffing support to the City of Dunwoody for the functional areas of Public Works and Parks and Recreation since City startup.
- **City of Milton** - As the Manager for Municipal Services for Lowe, Mr. Drysdale provided direction and staffing support to CH2M Hill and the City of Milton in general public works, including stormwater, since City startup.
- **City of Johns Creek** - As the Manager for Municipal Services for Lowe, Mr. Drysdale provided direction and staffing support to CH2M Hill and the City of Johns Creek in general public works for three years after City startup.
- **City of Sandy Springs Capital Improvement Program, Sandy Springs, Georgia** - *Deputy Director of Public Works* Executing a 30 project, \$125M+ capital improvement program on a CM team. Responsibilities included full project execution from concept through construction, including oversight and project coordination. The project types included intersection improvements, road widening, a new highway interchange, a traffic management and control system, streetscape construction and stormwater maintenance projects.
- **Municipal Services to the City of Sandy Springs, GA – Deputy Director**
Mr. Drysdale supervises and directs the activities of Public Works Divisions including Traffic Services, Stormwater, Field Services, Transportation Planning, and Capital Improvements. Major programs include Sidewalks, Pavement Management, Bridge Maintenance, Stormwater Management, Traffic Management, Intersection Improvements, and Capital Construction.
- **Utoy Creek Basin Drainage & Streambank Improvements, Atlanta, GA – Project Director**
The Atlanta Public Improvement Program (APIP) addressed storm drainage problems in City neighborhoods. Mr. Drysdale provided engineering evaluations and recommendations of drainage problems, surveying, engineering design, and bidding support to resolve issues on 375 projects. His solutions corrected erosion problems, protected stream banks, reconstructed/extended storm drainage systems, added new drainage inlets, added curbs or re-established curb height, and replaced / improved storm drainage culverts.
- **Johnson Ferry Road Widening R/W and Construction Design, Cobb County, GA** – Design for the widening of a major thoroughfare from 4/5 lanes to 6 lanes with a twenty-foot median. The redesign of horizontal and vertical alignment saved the County ±\$2,000,000 in right-of-way acquisitions. Services include: hydraulics, intersection design, quantities, engineers' estimate, maintenance of traffic plan, soils erosion plan and pavement marking and signing plan.

JON W. DRYSDALE JR., PE

MUNICIPAL SERVICES MANAGER

PROFESSIONAL BACKGROUND

Mr. Drysdale has more than 35 years civil engineering experience directing, managing, and designing public works projects. His experience includes master plan development for multi-phased developments, military construction management and master plans, utilities/infrastructure development and maintenance activities, mapping, surveying, site planning and development, hydrology and hydraulics.

Mr. Drysdale has a broad range of experience in planning, design, and analysis of utility systems, including storm, sanitary, water, electrical, gas, and communications. Recent experience includes large, complicated infra-structure systems serving entire facilities and installations. He has expertise in Geographic Information Systems, including interfacing with other digital applications.

ROLE FOR THE CITY OF DUNWOODY

Mr. Drysdale will be the liaison for the contract with the City for Lowe Engineers' performance on the Public Works and the Parks & Recreation service areas. He understands the unique role the City has created with its public-private partnerships, and the importance of consultants' conducting their work in a manner that respects the City pride of the residents, the corporate and commercial businesses, and visitors.

Mr. Drysdale will be available to City personnel 24/7/365 in person, by phone, or by an approved deputy in the case of illness or vacation. He will maintain open lines of communication with the City Manager and appropriate City officials to ensure they are current with each project's status. He will ensure the staff provided is highly skilled and trained to Lowe standards to provide excellent service, working expeditiously and efficiently.

EDUCATION

- ▶ MBA, Emory University, 1988
- ▶ MSCE (Water Resources focus), Georgia Institute of Technology, 1981
- ▶ BSCE, University of Tennessee, 1974

REGISTRATIONS OR CERTIFICATIONS

- ▶ Registered Professional Engineer in GA- PE # 13502

AFFILIATIONS

- ▶ American Water Resource Association
- ▶ Urban & Regional Information Systems Association
- ▶ Society of American Military Engineers
- ▶ American Public Works Association-Georgia Chapter (APWA) #66537

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA – Director of Public Works**
 - Led a \$5.8 million annual Public Works operation including traffic engineering, transportation planning, infrastructure development and maintenance, storm water utility operations and parks and recreation programs and operations.
 - Instituted most of the Public Works programs and policies as a startup agency including capital improvement plans for sidewalks and street resurfacing.
 - Developed a maintenance priority and performance measurement system.
 - Improved average completion time on high priority work orders from 10 days to 1 day within 5 months of implementation. Maintained average completion time of all work orders at 10 business days.
 - Developed the City's first comprehensive transportation plan.
 - Developed a \$100,000 design-build sidewalk construction project.
 - City representative for the *Safe Routes to School* program at local elementary schools.
- **Rockdale County Board of Commissioners, Conyers, GA - General Manager Capital & Community Improvements Dept.**
 - Managed \$75 million in capital improvement projects over three years and prepared the department's operating budget.
 - Implemented and administered the County's impact fee program; developed long-range capital improvement plan for facilities and infrastructure.
 - Reduced budget overruns by 15% after assuming responsibility for the largest Special Purpose Local Option Sales Tax (SPLOST) building program undertaken by Rockdale County.
 - Saved over \$250,000 on County construction projects using County's Public Works resources.
 - Applied for and obtained approximately \$750,000 in grants and \$750,000 in low interest loans for a multi-use greenway project. This project received a Create Communities award from the Atlanta Regional Commission (ARC).
 - Managed building, stormwater, recreation and transportation projects, including beautification of a state highway, greenway development, a watershed restoration project, a new fire station, a 400-bed jail expansion, and a new tennis complex.
 - Prepared reports, agenda items and presentations for the Board of Commissioners. Responded to citizen and media inquiries related to capital projects.
 - Served on the steering committee for the Atlanta Regional Commission's Green Governments certification program.
 - Managed County's first Parks & Recreation Master Planning effort in over 20 years.

MICHAEL D. SMITH, PE
PUBLIC WORKS DIRECTOR

PROFESSIONAL BACKGROUND

Mr. Smith has more than 15 years of experience in construction and civil engineering in the public and private sectors. He is being proposed as the Director of Public Works for the City, a position he has held since 2009. His contributions to the City include: the development of a comprehensive transportation plan, a 5-year paving plan, and a maintenance priority and performance measurement system. He has made significant improvements to the completion times for high priority work orders.

Previously Mr. Smith was General Manager of the Capital & Community Improvements Department for Rockdale County. As General Manager, he administered capital projects through budgeting, design, bidding, permitting and construction. His responsibilities included capital planning, project funding, consultant selection, public relations and construction management. He was responsible for construction of \$75 million in capital improvement projects and the largest Special Purpose Local Option Sales Tax ever undertaken by the County. He also worked at MACTEC as a Geotechnical Business Unit Leader, responsible for profit and loss statement for a 12 person staff including 10 engineers and scientists. Other responsibilities included project management, technical review, business development, personnel decisions and mentoring junior staff.

ROLE FOR THE CITY OF DUNWOODY

Mr. Smith will be the Public Works Director and the primary liaison with the City of Dunwoody, available 24/7. His primary responsibility will be to staff his department with skilled storm water, traffic and transportation engineers who are committed to the City's core principle of providing high quality, responsive service to the residents and business owners of Dunwoody. He will stay informed on regional transportation and water quality issues initiatives and industry best practices with the goal of making Dunwoody's Public Works operation a leader in sustainable, efficient and cost-effective service.

EDUCATION

- ▶ MSCE, Georgia Institute of Technology, 1997
- ▶ BSCE, High Honor, Georgia Institute of Technology, 1994

REGISTRATIONS OR CERTIFICATIONS

- ▶ Registered Professional Engineer in GA – PE# 25138
- ▶ Certified Erosion and Sediment Control Design Professional

AFFILIATIONS

- ▶ American Society of Highway Engineers - Member
- ▶ Participated in the American Council of Engineering Consultants (ACEC) of Georgia, Geotechnical Forum that worked towards implementation of Quality Based Selection of Consultants and compliance with Special Inspection requirements of the International Building Code.

RELEVANT PROJECT EXPERIENCE

• **Tift Campus Infrastructure, City of Forsyth, Georgia -**
Lead Civil Designer

This master planning and complete renovation of an abandoned 100+ year old campus includes the complete redesign of all infrastructures: water, sewer, roads and storm drainage. The sanitary sewer redesign includes the replacement of all sanitary sewer lines. The City of Forsyth also has a main sewer outfall line that passes through the campus. All sewer flows were confirmed and evaluated for offsite flows, the on-campus flow was recalculated based on the new uses for each of the campus' existing and future buildings. All new sanitary sewer lines were designed based on a calculated peak flow. The sanitary sewer improvements included a new 10" D.I.P. outfall line, 8" D.I.P. campus mains, and new service laterals to all existing buildings.

The Georgia Department of Corrections intends to use the campus as a training facility and multi-agency office. The Master Planning included future multi-purpose office buildings.

• **City of Forsyth Water Main Extension Project –**
Lead Civil Engineer

This project for surveying and design of a new 12" water main was the City of Forsyth's obligation to the State Department of Corrections Tift Campus Renovation and Infrastructure Improvement Project (described above). The renovation and change of use for the 45-acre campus to offices and a training academy required the City to upgrade the water system to bring a 12" water line to the campus. Mr. Carver oversaw all the surveying, flow and pipe size calculations, construction documents, bidding and construction oversight services. The permitting included local, Georgia DOT and CSX Railroad agencies. Pipe borings were designed and permitted under S.R. 18 and the CSX Railroad Line. The project included approximately 3,000 L.F. of 12" D.I.P. water line and 6,000 L.F. of 8" D.I.P. water line. The new water lines were extended through the City to the campus and beyond the campus to create a looped system.

• **Northside Hospital, Forsyth County, Georgia Civil Master Plan and Phase One Construction –**
Lead Civil Designer

This project consisted of the civil site master planning of a 100-acre campus, which included a master storm-water management facility, all utilities, and roadway network. Phase I design included the initial entrance roads, the master stormwater detention facility, and phase one utilities. The sanitary sewer system included a commercial pump station with an 8" force main passing under Georgia Highway 400 and 3,500 foot outfall sewer line.

• **Riverside Military Academy, Gainesville, Georgia -**
Lead Civil Designer

A multi-year project included several new building projects with parking lots and all utilities, and an overall stormwater management detention pond for the majority of the campus with a water quality pond to assist with protecting Lake Lanier from the runoff of the campus. A new 3,000 foot sanitary sewer outfall line for the campus connected into the City's system. The design for new athletic fields included a new baseball field and a multi-purpose field for soccer, lacrosse, and football practice field.

CARL CARVER, PE
DEPUTY DIRECTOR/STORMWATER MANAGER

PROFESSIONAL BACKGROUND

Mr. Carver has more than 25 years of experience in all facets of civil engineering design for a variety of project types, including: highway design, municipal structures, parking decks, sports fields, industrial sites, and corporate buildings of all sizes.

The designs cover stormwater management, layouts, grading, drainage, utilities and erosion control. Services provided included: site civil engineering, master planning, project management, construction document production, coordination with owners, architects and engineering consultants.

Mr. Carver has owned and operated an engineering firm for the past 11 years. In addition to having executive responsibility for all project engineering, management and construction, he was responsible for leading and mentoring his staff of up to 18 people.

ROLE FOR THE CITY OF DUNWOODY

Under the supervision of the Public Works Director, Mr. Carver will manage the stormwater section of the Department of Public Works. Mr. Carver will ensure adequate resources are assigned to the stormwater utility and will provide overall engineering and management support to public works.

EDUCATION

- ▶ BSCET, Southern Polytechnic State University, 1984

REGISTRATIONS OR CERTIFICATIONS

- ▶ Registered Professional Engineer:
 - ▶ Georgia – # 25434
 - ▶ Alabama – # 24492
 - ▶ North Carolina – # 33521
- ▶ Certified Level II Erosion and Sediment Control Design Professional

AFFILIATIONS

- ▶ American Society of Civil Engineers (ASCE) - Member
- ▶ Design-Build Institute of America-SE (DBIA) Executive Board Member

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA - Parks and Recreation Department - Parks Manager**
Under a Public-Private Partnership contract with the City, Mr. Walker manages the P&R Department.
 - Develops policies and procedures for the creation of a new Parks and Recreation Department
 - Develops maintenance standards for upkeep of 165 acres of parkland
 - Maintains community outreach programs and relationships with special interest groups
 - Develops and oversees department budget and monitors expenditures for multiple park facilities
 - Manages staff operations and develops supplemental reports
 - Coordinates the development of bid specifications, proposal review and evaluation, and the award process; oversee/manage contractors
- **Gwinnett County Parks & Recreation Department**, Lawrenceville, GA. Mr. Walker held four significant positions for over 10 years:
 - **District Coordinator 2009 – 2010**
 - Supervised the efforts of staff of 18 for the natural resource management of 700+ acres of parkland
 - Reviewed development/construction plans for compliance with specifications
 - Inspected parks and community facilities to ensure safety, cleanliness and proper completion of project tasks
 - Developed and oversee department budget and monitor expenditures for multiple park facilities
 - Coordinated the development of bid specifications, proposal review and evaluation and award process; oversee and manage contractors
 - **Recreation Coordinator 2006-2009**
 - Supervised and trained ±50 recreation program staff
 - Created, implemented and evaluated community programs
 - Promoted facilities and programs through print materials and speaking engagements
 - Worked closely with non-profit agencies in fundraising endeavors and grant writing
 - **Heritage Program Supervisor 2004-2006**
 - Opened new county green space park and preservation farm; used capital outlay budgets to buy equipment/furnishings
 - Developed, supervised and maintained programs including guided tours, historic building conservation, preservation of antiquities and heritage classes and camps.
 - With Extension Services, created a volunteer corps to maintain gardens and grow crops
 - Generated monthly statistical tracking reports of participation and facility usage.
- **City of Decatur Recreation & Community Services 2000-2001**
Assistant Program Supervisor
- **City of Auburn Parks & Recreation Department 1995-1999**
Site Director - Children and Youth Services
Youth and Enrichment Manager

BRENT WALKER

PARKS AND RECREATION MANAGER

PROFESSIONAL BACKGROUND

Mr. Walker has dedicated more than 16 years to natural resource management to increase green space, improve the environment, and engender public involvement for Parks and Recreation Departments. Examples of his efforts include: creating a comprehensive master plan for existing green space and future land acquisitions; opening a new green space park and preservation farm; oversight of conservation of historic buildings and preservation of antiquities, and he has been successful with fundraising and grant writing efforts.

Mr. Walker is a proactive manager and a creative problem solver. His experience includes: staff supervision, operating budget development, policy/procedure development and maintenance, coordination of the development of bid specifications, proposal review and evaluation, and the award process; oversight and management of contractors; development of zoning ordinances, allocation of capital outlay budgets for equipment and furnishings purchases, and special event planning and management.

Mr. Walker served as City Councilman for the City of Pine Lake for five years. He worked closely with the Mayor, City Manager and Councilpersons to develop and maintain policies and procedures for city government, such as: zoning ordinances, comprehensive master planning for existing and future greenspace, obtain grants/funding, and allocating gallery space for local artist exhibits. Mr. Walker co-chaired the Environmental and Stewardship Committee and the Tree Authority Board.

ROLE FOR THE CITY OF DUNWOODY

Mr. Walker will be the Parks and Recreation Manager and the primary liaison for this Department with the City. He will ensure the parks and recreational facilities are safe for public participation and in good repair. He will be proactive in capital improvement planning and his team will coordinate special event planning, scheduling and post-event maintenance.

EDUCATION

- ▶ BA, Arts, Auburn University, 1997

HONORS/ACTIVITIES

- ▶ NRPA Gold Medal Award
- ▶ Georgia Recreation and Park Association Distinguished Professional Award
- ▶ Gwinnett County Parks and Recreation Be All You Can Be Award
- ▶ Decatur Arts Festival, Co-Chair 2000-2001

AFFILIATIONS

- ▶ Georgia Recreation and Park Association (GRPA) – Member

RELEVANT PROJECT EXPERIENCE

- **Outsourced Government Services**
 - **City of Dunwoody, GA** – *Initial Director of Public Works* for the startup of this new City in DeKalb County, Georgia. Lowe Engineers is under contract with the City to manage, staff, and operate the entire Public Works Department under a private outsourcing contract, which includes the management and maintenance of roadways, right-of-way, stormwater facilities, traffic signals, and parks.
 - **City of Sandy Springs, Georgia** – Mr. Meehan was involved in the management of the contract and staff as part of the team working under a private outsourcing contract for all non-public safety government services.
 - **City of Johns Creek, Georgia** – Mr. Meehan was involved in the management of the contract and staff as part of the team working under a private outsourcing contract for all non-public safety government services.
 - **City of Milton, Georgia** - Mr. Meehan served as traffic engineer for the City and was involved in the management of the contract and staff as part of the team working under a private outsourcing contract for all non-public safety government services.
 - **City of Chattahoochee Hills, Georgia** - Mr. Meehan served as traffic engineer as part of the team working under a private outsourcing contract for all non-public safety government services.
- **Signal Plan preparation for the following projects:**
 - West Hiram Parkway, Paulding County DOT (GDOT District 6 State Aid Project)**
 - West Hiram Parkway at SR 120 Connector/Hiram Sudie Rd
 - West Hiram Parkway at Nebo Road
 - West Hiram Parkway at SR 92/Douglasville Highway
 - South Lee Street, Gwinnett County DOT**
 - South Lee Street at SR 20
 - South Lee Street at US 23/Buford Highway
 - Cascade Road, Fulton County**
 - Cascade Road at Danforth Road
 - Lakes of Cedar Grove, Fulton County**
 - South Fulton Parkway at Cedar Grove Road
 - Harmony on the Lakes, Cherokee County (GDOT District 6)**
 - SR 140/Hickory Flat Highway at Lake Harmony Drive
 - Laurel Canyon, Cherokee County (GDOT District 6)**
 - SR 140/Reinhart College Parkway at Laurel Canyon Parkway
 - Le Jardin, Fulton County (GDOT District 7)**
 - SR 92 at Ridge Road/Butner Road, including design of Video Detection
 - Parker Road, Phase III, Rockdale County, (GDOT Urban Design/District 7)**
 - Millers Chapel Road at SR 20
 - Parker Road/Millers Chapel Road at SR 138

RICHARD J. MEEHAN, PE
DEPUTY PUBLIC WORKS DIRECTOR

PROFESSIONAL BACKGROUND

Mr. Meehan has more than 26 years of civil engineering experience. He is a principal and Chief Engineer of Lowe Engineers, responsible for overseeing and managing Transportation Engineering.

Mr. Meehan has wide-ranging experience in project management, roadway design, traffic engineering, and traffic analysis. He has managed numerous roadway design and transportation projects for state and county governments. His expertise includes all aspects of design and plan preparation of projects, including: traffic analysis, traffic signal design, traffic signing and marking design, and traffic management.

Mr. Meehan has extensive experience in the management of the Private Outsourcing of Government Services through his work in the Cities of Dunwoody, Sandy Springs, Milton, Chattahoochee Hills, and Johns Creek. Mr. Meehan is very familiar with the requirements and procedures of the Georgia Department of Transportation and the Federal Highway Administration.

EDUCATION

- ▶ MBA/Georgia State University/2006
- ▶ MS/Civil Engineering/Georgia Institute of Technology/1995
- ▶ BS/Civil Engineering/Georgia Institute of Technology/1988

REGISTRATIONS OR CERTIFICATIONS

- ▶ Professional Engineer, GA #20033
- ▶ Professional Engineer, AL # 25187
- ▶ Professional Engineer, LA #33667

AFFILIATIONS

- ▶ National Society of Professional Engineers
- ▶ American Society of Civil Engineers (ASCE)
- ▶ American Society of Highway Engineers (ASHE) – Secretary, Georgia Section
- ▶ Institute of Transportation Engineers (ITE)
- ▶ American Council of Engineering Companies (ACEC)
- ▶ Chairman of the Georgia E-Week Committee

AWARDS

- ▶ ASCE Georgia Section 2007 Civil Engineer of the Year Award

3.3.1.5 Section V – References

Bidders shall submit a preferred minimum three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendors contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

The project sheets on the following three pages describe the same type of municipal services contract required for the City of Dunwoody. All references have been contacted and will discuss Lowe's performance.

We have listed four further projects that are very similar to the public works services required.

Additional references for public works and parks and recreation are provided at the end of this section.

PROJECT DESCRIPTION

December 2008 to Present

Lowe was selected by the newly incorporated City of Dunwoody in 2008 to be its first service provider for Public Works and of Parks and Recreation under a public-private partnership (PPP) contract.

Lowe's Municipal Engineering Group provides a core team of managers, engineers and support staff who work on site from the City offices to manage all engineering, design, planning capital projects and maintenance work for Public Works and Parks and Recreation operations.

Lowe staff is responsive to the citizens on a 24 hour/7-days a week emergency response basis.

Services provided to date include:

Public Works

- Infrastructure Management
- Budgeting/forecasting
- Scheduling
- Maintenance

Transportation

- Planning
- Plan Review
- Management
- Design
- Maintenance

Stormwater Utility

- Budgeting
- Planning
- Design/implementation

Parks and Recreation

- Planning
- Facility Management
- Maintenance
- Budgeting

CITY OF DUNWOODY, GA
MUNICIPAL GOVERNMENT
SERVICES

LOWE ENGINEERS

REFERENCE

- ▶ Representative Tom Taylor
4926 Four Oaks Court
Dunwoody, Georgia 30360
404.376.7862
tom.taylor@house.ga.gov



PROJECT DESCRIPTION

2005 to present

Lowe Engineers' Municipal Engineering Group is a team partner of CH2M Hill, providing municipal services under a Public/Private Partnership contract to the City of Sandy Springs, Georgia.

Lowe Engineers' on-site Public Works team supports CH2M Hill and city officials with services in the areas of public works, administration, community development, and construction management.

Using industry "best management practices," our team has developed project controls tools to integrate data sharing among key functions to generate more effective communications.

Services provided include:

- Management of the cities' Capital Improvement Programs
- Preconstruction planning
- Procurement and coordination of subcontractors' work packages
- Site inspection
- Plan review
- Review and approval of development plans and studies
- Design and review of signal, intersection, and pedestrian improvements
- Property acquisition
- Sidewalk program execution
- Pavement management program execution
- Bridge maintenance program execution
- Intersection improvement program execution
- Traffic management center operations
- Stormwater program management
- Construction management
- Design management
- Traffic studies
- Master planning
- Public involvement and meetings
- City Council budgeting and reporting

CITY OF SANDY SPRINGS, GA

MUNICIPAL GOVERNMENT SERVICES

LOWE ENGINEERS

REFERENCE

- ▶ The Honorable Dianne Fries
Council Member, District 2
City of Sandy Springs
7840 Roswell Road, Bldg. 500
Sandy Springs, GA 30350
770.206.2052
Dianne.fries@sandyspringsga.org



PROJECT DESCRIPTION

2009 to Present

Lowe Engineers was awarded an on-call contract by the PCIDs to provide Professional Engineering and Program Management Services for various Transportation Infrastructure Improvement projects. Tasks under this contract sometimes require design or evaluation of projects on very short notice.

The Perimeter Community Improvement Districts (PCIDs), representing both the DeKalb and Fulton Perimeter CIDs, are self-taxing districts that use additional property taxes to help accelerate transportation and infrastructure improvement projects. The PCIDs are leading the charge in the Perimeter market to implement vital transportation enhancements coupled with land use and zoning strategies that will enhance mobility and improve access to the Perimeter activity center. The Perimeter business district is the region's largest employer district and one of the largest Class A corporate office markets in the southeast. It has a large concentration of Fortune 500 companies, 125 companies with 100 or more employees, the state's largest concentration of medical facilities, and an estimated population that may be the region's largest by 2025.

Lowe Engineers' services provided under this contract include: Transportation Design Services, Land Surveying, Traffic Engineering, Environmental and Geotechnical Services, Land Acquisition Services, Construction Management and Inspection Services, and Project Administration. The PCID contract also includes Program Management Services where Lowe Engineers acts as an extension of their own staff, assisting on an as-needed basis with Project Management and Coordination, Programming, Scheduling and other related services.

PERIMETER COMMUNITY
IMPROVEMENT DISTRICT
(PCID)

PROFESSIONAL ENGINEERING
AND PROGRAM MANAGEMENT
SERVICES

LOWE ENGINEERS

REFERENCE

- ▶ David Purcell
Chief Operating Officer
Perimeter Community Improvement District
One Ravinia Drive
Bldg. 1, # 1125
Atlanta, GA 30346
770.390.1781
dpurcell@perimetercid.org



CITY OF JOHNS CREEK

2006-2009

LOWE ENGINEERS

DESCRIPTION OF SERVICES

Lowe Engineers was a member of the CH2M Hill Public Works team from 2006 to 2009. Lowe staffed the Public Works Director position, in charge of all aspects of Public Works for the City. Traffic, transportation, stormwater and capital improvement programs were executed along with daily operations associated with the City's infrastructure.

REFERENCE

Ken Hildebrand
Public Works Director
City of Johns Creek
12000 Findley Rd, #400
Duluth, GA 30097
o. 678.512.3313
ken.hildebrandt@johnscreekga.gov

CITY OF MILTON

2006-2010

LOWE ENGINEERS

DESCRIPTION OF SERVICES

Lowe Engineers was a member of the CH2M Hill Public Works team from 2006 to 2010 and has continued working directly with the City after the City changed its public private arrangement. Lowe staffed the Civil Engineer and Stormwater Engineer positions, assisting in executing all aspects of Public Works for the City. Traffic, transportation, stormwater and capital improvement programs were executed along with daily operations associated with the City's infrastructure.

REFERENCE

Carter Lucas
Director of Public Works
City of Milton
13000 Deerfield Parkway, #107G
Milton, GA 30004
678.242.2500
carter.lucas@cityofmiltonga.us

CITY OF CHATTAHOOCHEE HILLS

2008

LOWE ENGINEERS

DESCRIPTION OF SERVICES

Lowe Engineers was a member of the CH2M Hill Public Works team in 2008 providing municipal services under a Public/Private Partnership contract. Lowe provided traffic and civil engineering services to the city including the review of traffic engineering studies and plans for developments of regional impact in and near the City.

REFERENCE

Angelia Parham, P.E.
CH2M HILL
1000 Abernathy Road
Northpark 400 - Suite 1425
Atlanta, GA 30328
m. 678.898.1589
Angelia.Parham@CH2M.com

GDOT 7BRIDGES, SEVERAL LOCATIONS

2006-2007

LOWE ENGINEERS

DESCRIPTION OF SERVICES

This bridge project consists of roadway and bridge design for the replacement of six stream/river crossings and one railroad bridge in Districts Two and Three. The existing bridges were constructed during the 1930's and 1940's and are structurally deficient. Lowe is providing all necessary surveys as part of this contract. For personnel safety and to save GDOT time and money, our 3D Laser scanner was used to collect data at several locations. Some of the sites include the design of temporary detours to maintain the existing traffic during construction, and approximately 4,000 feet of roadway improvements.

Other sites include a complete re-alignment of the existing so that construction staging causes the least impact to residents and travelers. The total scope of work for all seven projects includes survey, concept development, preliminary plans development, final plans development, right of way plans, and final construction plans and documents.

REFERENCE

Michael Haithcock
Project Manager
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
404.631.1562
678.227.2454
mhaithcock@dot.ga.gov

Lowe Engineers has delivered wide-ranging engineering services to the client references listed in this section for many years; most are repeat clients. Each has been contacted and will be pleased to discuss their experience working with Lowe Engineers with a representative from the City of Dunwoody.

Mr. Gerald Ross, PE
Deputy Commissioner/Chief Engineer
Georgia Department of Transportation
22nd Floor
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
404.631.1004
gross@dot.ga.gov

Tina Fleming
(Personal reference for Brent Walker)
Division Director
Gwinnett County Parks and Recreation
75 Langley Drive
Lawrenceville, GA 30045
770.822.8840
tina.fleming@gwinnettcountry.com

Mr. Brad Sutton
Director of Public Works/Transportation
City of Conyers
1184 Scott Street
Conyers, GA 30012
770.785.6690
brad.sutton@conyersga.com

Mr. Mike Jones
County Administrator
Paulding County
240 Constitution Blvd.
Dallas, GA 30132
770.785.6690
mjones@paulding.gov

Mayor Mike Bodker
City of Johns Creek
12000 Findley Rd, #400
Duluth, GA 30097
o. 678.512.3313
m. 678.392.1651
mike.bodker@johnscreekga.gov

3.3.1.6 Section VI – Required Forms

The City requests Bidders to complete, sign and return as part of the technical proposal forms that are attached to this RFP (with the exception of Appendix D that should be part of the Cost Proposal).

Technical Proposal: Executed Proposal Form (Section 5 of this RFP)
 Acknowledgement of any and all Addenda to this RFP

[Appendix D – Cost Table, is submitted in a separate, sealed envelope labeled Cost Proposal.]

5 PROPOSAL FORM

**PROPOSAL FORM
CITY OF DUNWOODY, GA
RFP 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES
PROCUREMENT**

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

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

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES PROCUREMENT, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Bidder under section 10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
<u>none</u>	_____	_____	_____	_____	_____

It shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work, excluding transitional requirements, is to commence on or about January 1, 2012.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Company Name: Lowe Engineers, LLC

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

The Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name Lowe Engineers, LLC

Federal Tax ID 58-2409024

Address Six Concourse Parkway, Suite 1000, Atlanta, GA 30328

Does your company currently have a location within the City of Dunwoody?

Yes No

Will your company accept the City's procurement card for payments from the City of Dunwoody?

Yes No

Representative Signature 

Printed Name Jon Drysdale, PE

Telephone Number (404)312-1843

Fax Number (770)396-4828

Email Address jon.drysdale@loweengineers.com

3.3.1.7 Section VII – Appendix

Additional materials that improve and expand on the response.

Resumes of proposed technical staff who will service the City of Dunwoody Public Works and Parks and Recreation contracts are included in the next tab.

The next tab in this section has a selection of testimonials and notes of appreciation from satisfied citizens of Dunwoody!

The following tab in this section provides Annual Maintenance Plans as referenced in the Parks and Recreation Scope of work response.

The next tab provides a 10-year and a 25-year Capital Improvement Plan for Parks and Recreation.

The final tab in this section provides a map showing citywide Public Works activity locations of work that occurred through the period 2009-2011(to date).

RELEVANT PROJECT EXPERIENCE

- **Cities of Dunwoody, Sandy Springs, Johns Creek and Milton**
Engineering and construction management support
Mr. Lawrence is a technical resource to our on-site teams for three municipal program management contracts. Services he provides include:
 - Engineering analysis on pavement and stormwater issues
 - Construction management of paving and sidewalk projects
 - Transportation design
 - Meetings with homeowners
 - GIS mapping
- **Residential Site Design**
Mr. Lawrence helped in the procurement of land disturbance permits (LDP) and plan production. He created stormwater, gravity sewer and lift station designs for large residential sites, and created site grading and erosion control plans. He was responsible for coordination with clients and municipalities during design and construction.
 - Le Jardin - Fulton County, GA
 - Laurel Canyon – Cherokee County, GA
 - GDOT Driveway Permits – Fulton County, GA
- **Transportation**
Mr. Lawrence was the lead engineer for two infrastructure transportation design projects at Fort Benning. He designed the grading and erosion control and coordinated with the Department of Public Works and other utilities to ensure access for all adjacent facilities.
 - Marne Road and Bridge Widening, Fort Benning – Columbus, GA
 - 8th Division Road Widening and Bridge Replacement, Fort Benning, Columbus, GA
- **Commercial Site Design**
Mr. Lawrence helped in the procurement of land disturbance permits (LDP) and plan production. He designed and created stormwater, grading, and erosion control plans for different commercial sites. He handled coordination between clients and contractors during the construction phase.
 - ADP – Augusta, GA
 - Somerby – Alpharetta, GA
 - Burnt Hickory Park – Paulding County, GA
 - Prospect Park – Alpharetta, GA
 - Woodstock Mixed-Used Development – Woodstock, GA

▶ **RAFAEL C. LAWRENCE, PE**
CIVIL ENGINEER

PROFESSIONAL BACKGROUND

Mr. Lawrence has seven years' experience in residential site design, storm sewer design, site grading, sanitary sewer design, construction inspection, erosion control and permitting through working on a variety of public and private clients.

As a designer, he has been responsible for submitting plans and addressing comments from plan reviewers until the land disturbance permit has been obtained. He researches development codes and guidelines of counties and cities for development within different regions.

For the past three years, Mr. Lawrence has provided civil engineering and construction support services to the City of Dunwoody.

ROLE FOR THE CITY OF DUNWOODY

Mr. Lawrence will perform civil engineering activities and GIS mapping for Public Works and Parks and Recreation. He is a general civil engineer who has been a key part of the team since the City was formed. He will support in many areas, including office and field work.

EDUCATION

- ▶ BS/Civil Engineering/Georgia Institute of Technology/ 2005

REGISTRATIONS OR CERTIFICATIONS

- ▶ Engineer-in-Training, (EIT #022750)

RELEVANT PROJECT EXPERIENCE

• **Bill Murdock Road, Cobb County, GA**

Project consisted of improvements for a 3-lane section to provide left turn lanes and a center turn lane at Walton High School, Dodgen Middle School and Old College Way. This project will be funded completely with local SPLOST funding and will be designed in accordance with AASHTO and FHWA Guidelines, and will conform to current Cobb County and Georgia DOT Standards and Specifications.

• **7 Bridge Replacement Projects, GDOT, GA.**

Mr. Athey is an integral part of this project which included the design of bridge replacement projects at seven locations in district 3 including 6 locations over streams and one location over a railroad which will be underway in mid 2005. The existing bridges, constructed during the 1930's and 1940's, are structurally deficient for today's traffic. Each project will include temporary detours to maintain the existing traffic during construction and approximately 4,000 feet of roadway improvements. Scope of work includes survey road design, right of way design and project management.

• **Parker Rd, Rockdale County & City of Conyers, GA.**

Mr. Athey was involved on this project which consisted of one mile urban job with half of project to add raised landscaped median and multiuse trail. The other portion of the job is a multilane widening with raised median. The two halves are separated by an intersection improvement project that is also included.

• **SR 20 Widening, Gwinnett County, GA.**

Mr. Athey is an integral part of this project for Gwinnett County DOT which included the design of the widening of approximately one mile of SR 20 to a 4-lane urban roadway, with a 44' depressed median.

• **Old Milton Parkway, Alpharetta, GA**

Mr. Athey served as the Project Manager for this project which consisted of a major pedestrian initiative. A multi-use path/ sidewalk was added throughout the project. In some instances, gaps for sidewalks were filled. Upgrades to signal phasing and pedestrian features are also included to better serve pedestrians through this urban facility. An accelerated 120 day schedule requires great coordination between all involved.

• **Central Park West & Central Parkway, Sandy Springs, GA**

Mr. Athey serves as the Transportation Project Manager for this project which consists of various pedestrian improvements along both roadways for the expansion of the Cox Corporate Campus. The scope of design included relocation of the existing intersection, addition of sidewalks to connect existing gaps, the addition median refuge areas for pedestrians, and the design of several new pedestrian features such as ramps and crosswalks. The total project length was approximately 0.75 miles. This project was funded with private funds and was coordinated and controlled by the City of Sandy Springs and designed according to GDOT standards.

SCOTT M. ATHEY, PE

CIVIL ENGINEER/TRANSPORTATION

PROFESSIONAL BACKGROUND

Mr. Athey joined the Lowe Transportation Group as a Manager of the firm. Mr. Athey has nearly 11 years of extensive experience in the areas of urban and rural roadway design for projects all over the Southeast. He spent the first 6 years of his career in Birmingham, AL where he gained extraordinary knowledge in all areas of transportation design field. His background includes projects for federal, state and local government agencies, as well as other public and private clients.

EDUCATION

- ▶ BS, Transportation Civil Engineering, Auburn University, 2000

REGISTRATIONS OR CERTIFICATIONS

- ▶ Professional Engineer - (GA #0131315)
- ▶ Professional Engineer - (AL #26966)
- ▶ Georgia Soil and Water Conservation Commission, Level 1 Certified Personnel

AFFILIATIONS

- ▶ Institute of Transportation Engineers (ITE) – National and Alabama
- ▶ National Society of Professional Engineers (NSPE)
- ▶ American Society of Civil Engineers
- ▶ Society of American Military Engineers- Ft. Benning & Savannah

ADDITIONAL TRAINING

- ▶ PSMJ Project Manager Training

AWARDS AND RECOGNITION

- ▶ Part of the Birmingham, AL office, which was awarded the "CTE - Team Excellence Award for 2004".
- ▶ Recipient of a "Higher Achiever" award in 2006

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA – Administrative Specialist**
Ms. Drysdale is responsible for the administrative coordination among Lowe's Dunwoody project team and the City of Dunwoody staff.

For the Parks and Recreation Department she coordinates the permitting process for special events and schedules park rentals.

For the Public Works Department, she ensures the smooth flow of all basic office duties. Her duties as a customer service representative include: responding to inquiries, creating work orders and managing reports; managing the SeeClickFix.com program; coordinating traffic calming requests and petitions; coordination of the Adopt-A-Spot program, and tracking expenses and paid invoices.

- **Previous experience**
 - Scheduling Coordinator*
 - Responsible for answering multi-lined telephone
 - Scheduling Appointments
 - Customer Service
 - Maintaining a full appointment schedule
 - Supervising all scheduling for two of four offices
 - Answering general insurance questions
 - Creating reports in Microsoft Excel and Word
 - Customer Service Supervisor*
 - Responsible for managing the front end
 - Answering multi-lined telephone; directing to appropriate individual
 - Assistance in customer care
 - Coordinating employee breaks
 - Opening/Closing service desk
 - Issuing money orders and cashing checks
 - Changing out money in registers
 - Scanning
 - Handling money

JADA DRYSDALE

CUSTOMER SERVICE/ ADMINISTRATOR

PROFESSIONAL BACKGROUND

Ms. Drysdale has experience in office communications and customer service, where she has worked in fast-paced environments that required a high level of multi-tasking.

She is proficient in computer technology and software and produces documents in a variety of software programs, efficiently and error free.

She is a "jack of all trades" in an office environment. Previous experience and responsibilities have included: customer service, answering and directing calls on multi-line telephone systems, supervising appointment scheduling for multiple offices and follow up, creating reports, handling money, money orders and cashing checks.

Ms. Drysdale has been part of the Dunwoody office team since its inception in December 2008. Her responsibilities are listed under the relevant project experience section on the left. She will continue to perform in this role and expand her responsibilities, as required.

EDUCATION

- ▶ BA/Journalism - Georgia State University, May 2011

RELEVANT PROJECT EXPERIENCE

- **Infrastructure Support Services, 8th Division Road Project
Ft. Benning, Columbus, GA**

Civil Engineer

Mr. Brening served as a Civil Engineer for this project which scope includes the widening 8th Division Road from an existing 2-lane roadway to a 4-lane divided facility, including replacement of the bridge over SR-27/ U.S. 280 (Victory Drive). Scope also included any side road work associated with connecting 8th Division Road to the end point for the Standard Design of the New Proposed Access Control Point just north of 8th Division Road.

- **Infrastructure Support Services, Widening of 1st Division Road/
Dixie Road Project, Ft. Benning, Columbus, GA**

Civil Engineer

Mr. Brening served as a Civil Engineer for this widening project of the 1st Division Road/ Dixie Road from an existing 2-lane roadway to a 4-lane divided facility from Ivy Road to Michael Street. The proposed 4-lane divided typical section may be modified to reduce or even eliminate the median through the area from Alamo Road to Michael Street due to the requirement to maintain Anti-Terrorism setback distance from existing facilities that will remain beyond the conclusion of this project.

- **Office/Retail, Corporate Campus Project, Atlanta, GA**

Civil Engineer

Mr. Brening served as the Civil Engineer for this project. Lowe Engineers was responsible for the civil design of approximately 150,000 sf of office and retail development. Lowe Engineers responsibilities included site layout, stormwater infrastructure, utilities, and landscaping. Careful coordination was required with various other disciplines to ensure that the project was fully functional and provided the best value for the client.

- **Office, Phipps Tower, Atlanta, GA**

Civil Engineer

Lowe Engineers was selected to provide all civil engineering to support efforts for the development of the Phipps Tower office project. The project included the construction of a new 500,000 square foot office tower at the intersection of Phipps Boulevard and Lenox Road adjacent to Phipps Plaza mall in the Buckhead neighborhood of Atlanta, Georgia. Our scope of services included civil engineering design, Special Administrative Permit and Development of Regional Impact approval support, City of Atlanta permitting support and construction phase services.

- **Infrastructure Support Services, Intersection Modifications of 1st Division Road and Lindsey Creek Parkway Project - Ft. Benning, GA**

Civil Engineer.

Mr. Brening served as a Civil Engineer for this project which consisted of modifications to the 1st Division Road at Lindsey Creek Road Intersection. The improvements included the addition of ramps for free-flow right turn maneuvers as well as grade separating the 1st Division Road (EB) to Lindsey Creek Road movement by constructing a bridge to fly-over 1st Division Road. The design will also re-locate Santa Fe Road by shifting it to the east to facilitate the intersection improvements.

- **USACE Savannah District Fort Benning Value Engineering Studies**

Civil Engineer

Mr. Brening has provided civil engineering consulting as part of a Value Engineering team to the US Army Corps of Engineers Savannah District for several projects located at the Fort Benning military installation. These projects include multi-purpose training ranges, general instruction buildings, consolidated dining facilities, and trainee barrack complexes.

DAVID A. BRENING, PE

CIVIL ENGINEER

PROFESSIONAL BACKGROUND

Mr. Brening has exceptional knowledge in the design of Infrastructure Support projects. He has participated in the design of multiple projects for the Savannah District of the US Army Corps of Engineers and was an integral part of the projects at Ft. Benning that were part of the BRAC program. Mr. Brening is very familiar with the Savannah District Design Manual and the Ft. Benning Installation Guide.

EDUCATION

► BS, Civil Engineering, Auburn University, 2006

REGISTRATIONS OR CERTIFICATIONS

► Georgia PE #: PE035588

RELEVANT PROJECT EXPERIENCE

- **City of Milton –Project Manager**
Managed the \$2.8M capital improvements program for stormwater management. Submitted the National Pollutant Discharge Elimination System annual report and fulfilled many of the BMP (best management practices) requirements.
- **Cherokee County, GA – County Engineer**
Responsible for the planning, scoping, prioritization and management of all public works improvement projects, including:
 - construction of new roads and bridges
 - road widening
 - intersection improvements
 - road resurfacing program
 - drainage improvements
 - parks
 - public building and parking construction
- **Clarke County, GA – Assistant Public Works Director/ County Engineer**
Responsible for the planning and organizing roadway and bridge improvements throughout the County. Mr. Seeba managed the Development Service Division, which provided review, permitting and inspection services for all new residential and commercial projects in the County.

Mr. Seeba managed an engineering/construction staff of over 100 employees.
- **Consulting Civil Engineer, Atlanta Metro**
Projects included residential and commercial site civil design/inspection, hydraulic analyses, flood plain determination, and dam design. Services provided included:
 - Road layout and design
 - Hydrology studies
 - Utility layout and design
 - Stormwater management planning and design
 - Expert witness testimony.

JAMES L. SEEBA, PE

STORMWATER ENGINEER

PROFESSIONAL BACKGROUND

Mr. Seeba has more than 30 years of experience in Civil and Water Resources Engineering. He has served as project engineer, project manager, municipal engineer/ public works director, and engineering consultant.

His extensive engineering background includes Hydraulics Engineer on six State Road bridge replacement projects for GDOT, County Engineer for Cherokee County, Assistant Public Works Director/ County Engineer for Clarke County, and Consulting Civil Engineer for Atlanta Metro.

Mr. Seeba is an integral part of the Lowe Municipal Engineering Group supporting Dunwoody's and Milton's Public Works Departments.

ROLE FOR THE CITY OF DUNWOODY

Mr. Seeba will be a Stormwater Engineer for Public Works and Parks and Recreation. He has over thirty years of hydrology and hydraulics experience in the metro Atlanta area. He currently accomplishes stormwater related tasks for several Cities and is very familiar with the stormwater requirements and needs. He will assess problems, design solutions, and implement them through construction. Additionally he will perform NPDES permit requirements.

EDUCATION

- ▶ BSCE/MSCE/Georgia Institute of Technology /1978
- ▶ MBA/Georgia State University/1982
- ▶ BS/University of Georgia/1974

REGISTRATIONS OR CERTIFICATIONS

- ▶ Professional Engineer, GA #11752
- ▶ Professional Engineer, FL # 62717
- ▶ Professional Engineer, SC #25241

AFFILIATIONS

- ▶ American Public Works Association – Georgia Chapter (APWA)
- ▶ National Society of Professional Engineers
- ▶ Georgia Society of Professional Engineers
- ▶ Engineer of Record - Georgia Safe Dams Program
- ▶ Chi Epsilon Fraternity (Professional, Honorary)

RELEVANT PROJECT EXPERIENCE

- City of Roswell, GA, Oak Street CDBG Streetscape Planning, Design & CDs – Designer**
Using the Community Block Grant Program, the City of Roswell implemented Oak Street streetscape improvements in the historic district. Ms. Blankenstein assisted the City in the design. Pedestrian ways were created using the City's standard paver sidewalk on one side of Oak Street, and a multi-use trail on the other.
The streetscape design included cohesive decorative elements such as lights, benches, trash receptacles, bollards and pavers.
- Morrow Station – LCI Center, Morrow, Georgia – Planner/Designer**
Morrow Station is the central outdoor activity area located next to the entrance to Clayton State University. It is the catalyst for a new office, residential and commercial development. Ms. Blankenstein planned the square for integration with a future intermodal facility that includes passenger rail station, bus drop-off, a parking deck along, and an amphitheater for informal concerts and public events. Wide 10' walkways provide walking and biking connections for students, citizens and visitors to connect to the greater gateway facilities.
- Town Center & Streetscape Planning, Design & CDs – Planner/Designer**
Ms. Blankenstein provided planning and design services for the Town Center CID on a variety of projects. The Town Center "Superb" LCI plan was initially completed to provide the tools, direction and action plan for future growth in the Town Center area. Ms. Blankenstein brought urban design and landscape architecture expertise to the process with streetscape and landscape concepts appropriate to the area.
- Hapeville TE Depot Renovation & Pedestrian Plaza, Hapeville, GA – Designer**
Commissioned by the City of Hapeville, Ms. Blankenstein designed the restoration of the historic depot facility (circa 1890) to resemble its original appearance. Renovations to the depot include upgrades to HVAC systems, electrical, insulation, plumbing and climate control. When completed, the depot will serve as a transportation-related museum and tourist information center. Ms. Blankenstein also provided master planning and construction documents for a plaza area to be located adjacent to the depot as an extension to the museum and active community space.
- West End LCI Streetscape Design, Atlanta Georgia – Designer**
West End is a historic neighborhood for which Ms. Blankenstein created streetscape designs for the notable thoroughfares of Ralph David Abernathy Boulevard, Joseph E. Lowery Boulevard and Lee Street. The streetscapes varied from urban retail districts such as the Mall at West End to tree-covered residential streets. Street trees are located in the furniture zone and on the back of the sidewalk, creating an enjoyable walking environment for pedestrians. Gateway elements were proposed at the intersections to create an official welcome to the Historic West End.

KATIE BLANKENSTEIN

URBAN PLANNER & BIKE/PED. COORDINATOR

PROFESSIONAL BACKGROUND

Ms. Blankenstein is a Landscape Designer with more than 15 years experience creating streetscapes, trails, urban parks and plazas, revitalizing communities and creating vibrant public spaces. She has worked throughout the United States and in China.

Ms. Blankenstein has significant experience securing grant funding for public sector projects such as developing design programs and implementation of projects for pedestrians, bicycles, alternative transportation, urban renovations, multi-use trails, urban parks and plazas.

She has a vast understanding of the processes, policies and procedures attached to project funding, including the federal, state, and local sectors. Over the last seven years, she has been successful in securing \$13 million for transportation-related grants and study opportunities.

GRANTWRITING:

- ▶ 2010 GDOT GATEway Grant, I-75 Interchange, Hapeville, GA
- ▶ Gwinnett Place CID:
- ▶ 2008 Redevelopment Plan LCI Supplemental Grant
- ▶ 2008 Parking Management Plan LCI Supplemental Grant
- ▶ 2007 Pleasant Hill Mobility, Phase 2 LCI Prequalification Grant
- ▶ 2007 Satellite Blvd Pedestrian Improvement LCI
- ▶ Pre-qualification Grant
- ▶ 2007 Activity Center Overlay District LCI Supplemental Grant
- ▶ 2006 David, Helen & Marian Woodward Fund, Grant
- ▶ 2004 TE Grant - Georgia State University Pedestrian Way, Atlanta
- ▶ 2004 LCI Implementation Grant – Peachtree Dunwoody Road, Perimeter CID

ROLE FOR THE CITY OF DUNWOODY

Ms. Blankenstein will be an Urban Planner supporting Public Works and Parks and Recreation. As a landscape architect, she brings a different approach and perspective to support construction, maintenance, and repair. Additionally she will be supporting the City in securing grant funds in a wide range of areas.

AFFILIATIONS

- ▶ Georgia Downtown Association
- ▶ People for Public Spaces
- ▶ East Atlanta Community Association (EACA)
- ▶ Atlanta Regional Commission, Member Bicycle/Pedestrian Task Force

EDUCATION

- ▶ University of Georgia, Bachelor of Landscape Architecture, 1996

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody and City of Sandy Springs** – Experience includes: management of signs, signals, pavement markings, street lights, and traffic calming program. Mr. Hofelich helped start up and operate the City's Traffic Management Center, connecting to over 50 signals by the end of 2011. He directed the Intersection Improvement Program which has committed almost \$3 million over five years in local funds to conduct high value safety and operational benefits through minor intersection construction. Mr. Hofelich has coordinated with GDOT on multiple signal timing projects as part of their Regional Traffic Operations program (RTOP). He has developed and reviewed many traffic studies including traffic calming, operational analysis, capital improvement project assessment, and hybrid pedestrian signal beacons among others.
- **Bill Murdock Road, Cobb County and Georgia DOT, GA** – This ongoing project consisted of improvements for a 3-lane section to provide left turn lanes and a center turn lane at Walton High School, Dodgen Middle School and Old College Way. This project will be funded completely with local SPLOST funding and will be designed in accordance with AASHTO and FHWA Guidelines, and will conform to current Cobb County and Georgia DOT Standards and Specifications.
- **7 Bridge Replacement Projects, GDOT, GA** – This project which included the design of bridge replacement projects at seven locations in district 3 including 6 locations over streams and one location over a railroad which will be underway in mid 2005. The existing bridges, constructed during the 1930's and 1940's, are structurally deficient for today's traffic. Each project will include temporary detours to maintain the existing traffic during construction and approximately 4,000 feet of roadway improvements. Scope of work includes survey road design, right of way design and project management.
- **Parker Rd., Rockdale County & City of Conyers, GA** -- Project consisted of one mile urban job with half of project to add raised landscaped median and multiuse trail. Other half of job is a multilane widening with raised median. The two halves are separated by an intersection improvement project that is also included.
- **SR 20 Widening, Gwinnett County, GA** – This project for Gwinnett County DOT included the design of the widening of approximately one mile of SR 20 to a 4-lane urban roadway, with a 44' depressed median.
- **Cousins Westside, Alpharetta, GA** – Project included 2 miles of urban new location with multiple alternative plans, Roadway Improvement Phasing Plan, traffic signal design.
- **Public Works, Fulton County, GA** – As a traffic engineer, responsibilities included concept plan review, zoning case review, coordination on DRI's, traffic signal plan review, and traffic signal timing studies and implementation. I was responsible for developing the right of way dedication and reservation plan, in addition to the development of a policies and procedures manual for the traffic engineering group, including a comprehensive driveway manual. I was responsible for coordinating and reviewing traffic studies including traffic signal warrant analysis, intersection operational analysis, reviewing of traffic impact studies, among others. I have previously been responsible for overseeing the traffic calming program and working on a comprehensive revision to the subdivision regulations.

B. ALEXANDER HOFELICH, PE

TRAFFIC ENGINEER

PROFESSIONAL BACKGROUND

Mr. Hofelich has more than 10 years of experience in Traffic Engineering. He provides support services for the Cities of Dunwoody, Sandy Springs, Milton and Johns Creek.

He worked for the Public Works Department of Fulton County as a traffic engineer, where he was responsible for concept plan review, zoning case review, DRI coordination, traffic signal plan review, and traffic signal timing studies and implementation.

He was also responsible for developing the right-of-way dedication and reservation plan, and the policies and procedures manual for the traffic engineering group, including a comprehensive driveway manual. Mr. Hofelich coordinated and reviewed traffic studies including traffic signal warrant analysis, intersection operational analyses, reviewing of traffic impact studies, among others.

ROLE FOR THE CITY OF DUNWOODY

Mr. Hofelich will be a Traffic Engineer for Public Works and Parks and Recreation. He is very familiar with the traffic conditions and the traffic infrastructure in Dunwoody. He will be involved in any needed retiming of signals and traffic device investigation, design, construction, maintenance and repair. As a professional engineer with over ten years of experience in metro Atlanta, he is a valuable asset to the City.

EDUCATION

- ▶ BS, Civil Engineering, Georgia Institute of Technology, 1998
- ▶ LTAP classes attended: Highway Capacity and Quality of Flow, Roadside Design Guide, Signal System Timing, Improving Sight Distance

REGISTRATIONS OR CERTIFICATIONS

- ▶ PE, GA # 031727

AFFILIATIONS

- ▶ Member, Institute of Transportation Engineers (ITE)
- ▶ ITE subcommittees
- ▶ Support Team for *American City and County* magazine's 2008 Public Works Director of the Year.

RELEVANT PROJECT EXPERIENCE

- GPS/Aerial Photograpy/Topographic Mapping, Gwinnett County -- Project Manager**
GPS control, aerial photography, detailed topographic mapping, and detailed ground surveys for as built surveys, including all sanitary manholes, storm structure and all underground utilities for the parks in Gwinnett County.
- Aerial Photography/GPS Control/Surveying Cedar Grove Development/Fulton County -- Project Manager**
Performed aerial photography, GPS control, boundary survey, detailed topographic mapping, located old utility lines; also performed layout of new utilities including storm, detention, sanitary, water and other utilities for large, complex, multiuse development in South Fulton County.
- Towne Lake Parkway, Cherokee County, GA – Mr. Daniel** served as a Surveyor in Charge for this project under Lowe's contract with Cherokee County. The project consisted of the design of the widening of an existing 2-lane roadway to a 4-lane divided by a 20-foot median. The roadway was a heavily traveled roadway with rapid commercial development that ties to I-575. This project also included the widening of an existing bridge over Noonday Creek, and included hydrological studies for submittal to FEMA.
- Atlanta Watershed Project Study**
Performed all GPS and other control surveys, and topo/hydro surveys on 12 creeks and drainage basins for the Mobile District. Surveys included lakes, dams, spillways, and bridges.
-Cascade Road, Fulton County, Georgia; GPS Control, As-built & Topo
-Talbot County, GADOT; GPS, Topo, Centerline, ROW Surveys
-Town Lake Pk'wy, Cobb County, Georgia; Cross Sections, Control, As-builts
-Willeo Road, City of Roswell, Georgia; GPS Control/Topo Surveys
-Sugarloaf Parkway, Gwinnett Co., GA, Topographic, & Legal Surveys & Mapping, R/W Staking
-Ronald Reagan Parkway, Gwinnett Co., GA Topographic, & Legal Surveys & Mapping, R/W Staking
- Flood Study – Fitzgerald, GA**
Surveyor and engineer responsible for all surveying and mapping on this complex flood study for FEMA and the Savannah District in Ben Hill County, GA. Project included GPS geodetic, field cross sections for hydraulic analysis, HECRAS, topographic mapping and hydrographic surveys.
- Piedmont Road, Atlanta, Georgia-**
Established GPS points for horizontal and vertical control for initial road widening surveys.

▶ **WILLIAM J. DANIEL III, PLS, CP**

SURVEY MANAGER

PROFESSIONAL BACKGROUND

Mr. Daniel has over thirty years experience in the surveying profession, having worked for the government and private sectors. He is responsible for supervising and training up to 60 field and office personnel on a daily basis to perform and prepare geodetic, utility, topographic, hydrographic, GPS and as-built surveys.

He has successfully managed and completed previous projects with the City of Atlanta, the City of Sandy Springs, Paulding County, Gwinnett County, NOAA and other Federal and State agencies.

Mr. Daniel has worked on all types of surveys all over the world, ranging from small acreage boundary and utilities surveys, to 100,000 acre surveys for geodetic control, topographic mapping or GPS surveys. These survey and mapping projects have been CADD prepared on Intergraph or by other digital hardware and software.

Mr. Daniel is an Adjunct Professor at Georgia Tech teaching Geodesy, Surveying and GIS (CEE 3010 Geomatics) in the Civil and Environmental Engineering School. In addition, he holds Security Clearance and is CPR/First Aid and HAZMAT Certified.

ROLE FOR THE CITY OF DUNWOODY

Mr. Daniel will oversee all of the work completed by the surveying crews. With decades of experience in providing surveying services in the metro Atlanta area, his expertise will support the City well.

EDUCATION

- ▶ MS Civil Engineering, Tulane University, 1983
- ▶ BS Civil Engineering Technology, Southern Polytechnic State University, 1978
- ▶ Geodetic Survey Course, Defense Mapping School, Ft. Belvoir, VA, 1972

REGISTRATIONS OR CERTIFICATIONS

- ▶ Registered Professional Land Surveyor in GA (#2257), FL (#LS4288), AL (#15927), MS (#2031), LA (#4492), NC (#L3269), SC (#L14525), MD(#10906), NM (#15078), TX, VA
- ▶ Certified Photogrammetrist 50 states (#R967)

AFFILIATIONS

- ▶ Society of American Military Engineers
- ▶ US Geospatial Intelligence Foundation
- ▶ Regional Leadership Institute of Atlanta (RLI)
- ▶ Elected Official for Fulton County Surveyor (2000,2004)
- ▶ Graduate of the Coverdell Leadership Institute, Atlanta Regional Commission Regional Leadership Institute
- ▶ Professional Societies Memberships – ACSM, ASCE, ASPRS, NSPS, SAMSOG (Past President of the Atlanta Chapter)

RELEVANT PROJECT EXPERIENCE

- **GIS Analysis**
 - City of Dunwoody
 - Clayton County Water & Sewer
 - Cedar Grove Lakes Project
 - Metro Atlanta Watershed Study, Mobile Army Corps of Engineers
 - NIMA/RBAI
 - Dog River Watershed Study, Mobile Corps of Engineers
- **Hartsfield-Atlanta International Airport/ Aviation Consulting Engineers (ACE)**, GIS Design and Maintenance, and Training of ACE Employees
- **Paulding County GIS**, GIS Design and Maintenance, and Training
- **2-4 Lane Rural Highway, Paulding County**, CADD services
- **Military Ocean Terminal, Sunny Point, NC – Technical Support**
A major mapping and surveying project that included new aerial photography, a large complex geodetic control network, aerial triangulation, and digital orthomapping mapping. Seamless digital mosaics of the entire base were also produced.
- **Ft. Gillem and Ft. McPherson, Atlanta, GA- Technical Support**
The project included new aerial photography for both bases in the metro-Atlanta area, new GPS geodetic control, photo control, aerial triangulation, digital orthomapping and complete digital seamless imagery files for the two bases.
- **Ben Hill County Aerial Mapping and Surveying, Fitzgerald, GA. Survey Project Manager for the US Army Corps of Engineers**
The Scope of Work included new color aerial photography, GPS geodetic control, bridge surveys, bridge cross sections, hydro sections, dam surveys/details. Also included was detailed aerial topographic mapping of a large area covering most of the town of Fitzgerald. Lowe worked with city, county, state and federal representatives to complete the project under budget and ahead of schedule. *Lowe received an award from SAD COE for this engineering achievement.*
- **Dog River Hydrographic Surveys and FFE's, Mobile, AL- Technical Support**
Performed multibeam hydro surveys in water depths of 8' or greater; used dual frequency fathometers in other areas where soft bottoms were a problem. Project included topographic surveys and GPS control. Project included conventional cross sections, conventional hydrographic surveys, bridge detailed surveys, and finished floor elevations.

▶ **STEPHANIE B. STACK, GISP**

GIS SPECIALIST

PROFESSIONAL BACKGROUND

Ms. Stack has more than 11 years of applied experience in Geographic Information Systems (GIS) and mapping.

She developed the GIS at Hartsfield International Airport in Atlanta, Georgia, which included GIS design for pavement tracing, GIS design for the Noise Abatement Program, training employees in the use of ArcView and GPS mapping products/software.

She is experienced in many areas of geologic mapping/interpretation including side-scan sonar, seismic reflection profiling, hydrologic mapping, general field mapping.

ROLE FOR THE CITY OF DUNWOODY

Ms. Stack will perform GIS services in support of Public Works and Parks and Recreation. She has been working with City data since the City was formed and can accomplish any needed GIS support. She is competent in all areas of GIS and is a GIS professional. She is especially capable in obtaining and using data to create new applications in support of these departments.

EDUCATION

- ▶ BS- Earth Science-1996
- ▶ MS- Marine Geology/GIS-1999

REGISTRATIONS OR CERTIFICATIONS

- ▶ Geographic Information Systems Professional (GISP) #41017

AFFILIATIONS

- ▶ Geological Society of America (GSA)
- ▶ American Society for Photogrammetry & Remote Sensing (ASPRS)

RELEVANT PROJECT EXPERIENCE

- **City of Sandy Springs, GA – Project Manager**
 - **Roswell Road at Northridge Intersection Improvement** - GDOT intersection improvement project
 - **Roswell Road at Dunwoody Place, Intersection Improvement** - GDOT intersection improvement project
 - **Island Ford Trail** - Joint project between DNR, NPS, and City of Sandy Springs to install 2 miles of trails inside the Chattahoochee River National Recreation Area.
 - **Consultant, Prequalification Process** – Managed the prequalification and annual updates of 40-50 consultant firms
 - **Roswell Road from Johnson Ferry to Abernathy** –Helped secure \$100,000 in TE grant funds for construction of streetscape improvements.
 - **Roswell Road from Johnson Ferry to Abernathy** – Linear Park. Helped secure \$700,000 in TE grant funds for construction of a linear park.

- **City of Sandy Springs, GA - Planning Engineer**
 Mr. Clark is responsible for the management and supervision of the Project Framework Agreement(s) for the City and for coordination and outreach with the transportation and appropriations committee in both Congressman John Lewis' District and Congressman Tom Price's District. He maintains effective relationships with federal, state, and other local municipalities as well as consultants.

 He is responsible for short- and long-range planning activities, including evaluating and prioritizing existing and future City needs for corridors, intersections and interchanges.

 Tasks include data collection, evaluating traffic capacity, engineering feasibility, preparing cost estimates and cost-to-benefit analyses, project modeling, and studies for proposed multi-modal improvements.

- **GDOT, Atlanta, GA – Chief, Atlanta Planning Branch**
 - Supervised the work of five planners in the Atlanta Planning Branch (APB), covering 25 counties inside Metro Atlanta, as well as the suburban and rural areas of north Georgia
 - Analyzed the effect of laws, regulations and other mandates on the implementation of the statewide transportation planning process; prepared action plans to address impacts and provide compliance without compromising quality of work
 - Recommended and communicated policy and procedural changes to management, and maintained an effective liaison with state, federal and local agencies, and special interest public and private sector groups
 - Oversaw the development, monitoring and updating of multimodal short- and long-range transportation plans for the APB that included urbanized areas of Atlanta and Gainesville.

▶ **CEDRIC D. CLARK**
TRANSPORTATION PLANNER

PROFESSIONAL BACKGROUND

Mr. Clark has more than 10 years of experience in the transportation/transportation planning industry. His goal is to engineer traffic systems and street plans that are innovative and long-lasting and enhance the flow and aesthetics of the community.

Mr. Clark was the primary liaison with the Atlanta Regional Commission for the six-year Transportation Improvement Program (TIP) and the 25-year Regional Transportation Plan (RTP). He was the liaison with the Georgia Department of Transportation for the six-year Construction Work Program (CWP) that facilitated the implementation of the Capital Improvement Program for current and future projects within the City of Sandy Springs.

His experience with the Georgia Department of Transportation has earned him a solid reputation among fellow industry colleagues for which he received a GDOT special award (see below).

ROLE FOR THE CITY OF DUNWOODY

Mr. Clark will be performing Transportation Planning services for Public Works and Parks and Recreation. He has extensive experience in this area, having worked at GDOT for a number of years before joining our team. As an engineer and planner, he provides a wealth of expertise to the needs in this area. Additionally he has established significant relationships at GDOT and ARC and has been instrumental in securing funding for transportation projects.

EDUCATION

- ▶ BS Civil Engineering Technology, University of Tennessee, 1998

AFFILIATIONS

- ▶ Institute of Transportation Engineers (ITE)
- ▶ American Planning Association (APA)

AWARDS

- ▶ Commissioners Merit Award, Harold E. Linnenkohl, GDOT, October 2004 (For meritorious service rendered to the department for work in the Atlanta Planning Branch)

RELEVANT PROJECT EXPERIENCE

Applicability of project experience

The combination of design, implementation, management and public service experience provides Mr. Owens a broad background to serve clients in a comprehensive manner. He has provided traditional and innovative engineering design solutions to clients and supported corporate goals of sustainability. Specific project experience includes:

- Cox Enterprises / C-Tech, Sandy Springs, GA – Lead Civil Engineer**
 This project includes the construction of two new office buildings atop a parking deck podium, located adjacent to the existing Cox Enterprises corporate headquarters building. The project includes the relocation and realignment of two public roadways, utilities and infrastructure. Lowe performed land surveying, civil engineering, roadway design, utilities design/coordination, zoning support and we are currently involved in the construction phase of the project. The project is currently seeking LEED certification, with a goal of Silver, but Gold being a possibility.
- Project Spirit, Alpharetta, GA** - This confidential project consisted of civil engineering services for a new industrial data processing facility. The project design included planning for a future 60,000 SF data center expansion as well as the construction of a 200,000 SF office building to create a regional headquarters facility for the Fortune 500 firm. Lowe provided due diligence support; zoning variance services; City, County and State permitting coordination; cultural resources investigation and preservation of a cemetery on site; investigation of a groundwater well; and extensive construction-phase engineering support. Mr. Owens was instrumental in obtaining zoning variances, special use exceptions and land disturbance permits in less than four months rather than the more usual ten months. The project obtained LEED Gold Certification from the USGBC.
- Perimeter CIDs Alternative Fuels Study, Dunwoody and Sandy Springs, GA** – Lowe Engineers was engaged by the Perimeter Community Improvement Districts to study the feasibility of attracting a Compressed Natural Gas filling station to the Perimeter market. Mr. Owens managed the research and met with local utility providers as well as fleet owners and municipal leaders. The initiative is ongoing.
- Paulding County Revenue Recovery Services, Dallas, GA** – Lowe Engineers has been engaged by the Paulding County Board of Commissioners to investigate and correct multiple sources of revenue. Mr. Owens is currently implementing a new Wireless Communications and Billboard Registration ordinance that was enacted by the Board of Commissioners. This year, he will also take up audits of existing County programs such as Occupational Licensing, Cable Franchise Fees, Building Permits and Development Fees – all in an effort to assist the County in assessing and collecting the proper amounts of fees that it are owed and due. In the process, a comparison of Paulding’s policies and rates with other “best in class” Metro Atlanta jurisdictions will be made to ensure that Paulding County is keeping pace with its peers.

▶ CHRIS K. OWENS, PE, LEED AP

SUSTAINABLE/ GREEN DESIGNER

PROFESSIONAL BACKGROUND

Mr. Owens has over 18 years of experience in civil engineering consulting. He is responsible for the firm’s commercial and residential civil/site design services, as well as developing new, innovative solutions for our clients. He has engineering and sustainable design experience in both the public and private sectors. He has supported the LEED registration of multiple new facilities.

Mr. Owens has acted as program and construction manager to Community Improvement Districts (CIDs) in the Atlanta Metro area. His experience also includes planning, project design, expansion of CID boundaries, and implementation.

In his elected capacity as City Councilman, he has participated in the Alpharetta Mayor’s initiative to achieve the Green Cities certification from the ARC. Alpharetta was among the first group of cities to achieve this designation in 2010, and recently was the first Georgia city to achieve a Gold rating. This program has brought tremendous value to Alpharetta’s citizens and will contribute to the quality of life in the community for years to come. Mr. Owens is currently pursuing an initiative to incorporate bi-fuel compressed natural gas/gasoline police patrol vehicles into Alpharetta’s fleet.

ROLE FOR THE CITY OF DUNWOODY

Mr. Owens will serve as a resource to the City Manager and City Council for Sustainability Solutions in all aspects of the City’s operations. He will provide suggestions for the City to consider in both daily operations as well as new programs that will promote good stewardship of taxpayer funds by simply “doing the right thing.”

EDUCATION

- ▶ BS/Civil Engineering Technology, Southern Polytechnic State University/1993

REGISTRATIONS OR CERTIFICATIONS

- ▶ Professional Engineer GA #27130; OH #71438; CO #44641
- ▶ Georgia Soil and Water Conservation Commission (GAWCC), #19358
- ▶ LEED Accredited Professional

AFFILIATIONS

- ▶ Society of American Military Engineers (SAME), #298771
- ▶ North Fulton Chamber of Commerce Board Member
- ▶ The Lionheart School Advisory Board Member
- ▶ US Green Building Council
- ▶ Councilman, Post 3, City of Alpharetta, GA



Dwayne O. Tedder, P.E.

Transportation Engineer

Overview

Dwayne Tedder brings over twelve years of experience in the design and construction of transportation engineering projects. His area of focus for the past ten years has been traffic engineering, which has included traffic signal design, traffic signal timing, signing and marking design, traffic engineering studies, and intelligent transportation systems design.

Project Specific Experience

Since joining URS, Mr. Tedder's experience has included:

Corridor Manager, GDOT Regional Traffic Operations Program (RTOP), 2010, Mr. Tedder is a corridor manager and is responsible for the active management of 38 signals on SR 141 in the City of Atlanta and DeKalb County. RTOP's goal is to provide signal timing services and equipment troubleshooting so that the corridors' signals are operating as efficiently as possible. Mr. Tedder has been involved in signal timing adjustments, database conversions, stakeholder coordination meetings, and troubleshooting and reporting for the corridor.

Prior to joining URS, Mr. Tedder's experience includes:

Lead Traffic Engineer, Ashford-Dunwoody Road, Perimeter Community Improvement Districts (CID), 2008-2010, \$30k – Mr. Tedder has served as the agency's representative for signal timing implementation and modifications for a system of 17 intersections along Ashford-Dunwoody Road in Dunwoody, Georgia. Responsibilities have included database conversion for newly rebuilt traffic signals, troubleshooting of traffic signal operation issues, modifications of existing signal timing for optimized traffic flow, construction inspection, and setting up ACTRA control for corridor intersections.

Lead Traffic Engineer, Perimeter Center West / Abernathy Road, Perimeter CID, 2008-2010, \$108k – As part of a corridor retiming project in a congested business and retail area, Mr. Tedder provided signal timing recommendations by using Synchro / SimTraffic. This corridor consisted of 17 intersections that exhibited arterial and grid characteristics.

Traffic Signal Timing Engineer, Waikiki Signal Timing Optimization, Phase 3, Honolulu, HI, 2009, \$20k - As a subconsultant, Mr. Tedder prepared signal timing plans for the famous Waikiki area that includes one-way streets and intersection pedestrian volumes greater than 1000 per hour. Using Synchro, Mr. Tedder optimized the Waikiki network composed of 45 signals.

Areas of Expertise

Traffic Signal Design
Traffic Signal Timing
Traffic Studies
ITS Design

Years of Experience

With URS: <1 Years
With Other Firms: 12 Years

Education

B.S., Civil Engineering, Georgia Institute of Technology, 2000
- Undergraduate coursework included Master's Degree level courses in Traffic Engineering, Traffic Signals, Geometric Design, and Geographic Information Systems

Registration/Certification

GA P.E. # 30106
MS P.E. # 16725
AL P.E. # 27097
IMSA:
Work Zone Safety
Traffic Signals Level I



Project Manager, Ponce de Leon Avenue at Glendale Road, Decatur, GA, DeKalb County Transportation, 2008, \$15k – As part of a program management contract with DeKalb County, Mr. Tedder and his staff programmed and implemented signal timings for a complex system of intersections on Ponce de Leon Avenue near Decatur, Georgia. The major intersection was at Glendale Road, and it consisted of two intersections controlled by one controller. This cluster of intersections also included five pedestrian phases, railroad preemption, and a complex array of normal and trailing overlaps. ACTRA and SEPAC were the traffic control software and firmware utilized.

Lead Traffic Engineer, Interstate 75 / Arkwright Road in Macon, GA, Georgia DOT, 2000 - 2010 – Mr. Tedder served as the lead traffic engineer for this interstate widening project near Macon, Georgia. The project widens over three and a half miles of Interstate 75 from four lanes to six lanes, and there are three interchange reconstructions included in the project. Traffic engineering design activities include traffic signal plans for seven intersections, interstate and arterial signing and marking plans, and fiber optic interconnect for project intersections.

Lead Traffic Engineer / Project Manager, Georgia DOT Safety Projects, Georgia DOT, 2003-2010, \$4M – Mr. Tedder serves as the lead traffic engineer for this on-call safety project design contract with GDOT. In this role, Mr. Tedder has led the traffic signal, interconnect, signing and marking design tasks on projects that have arisen from this on-call, task order contract. Over a dozen stand-alone intersection projects have been designed or are under design. Also, one task order involves pedestrian improvements including pedestrian signals and pedestrian facilities at 58 intersections in GDOT District 2.

Project Manager, SR 8 / Ponce de Leon Avenue, Atlanta, GA, Georgia DOT, 2007-2008, \$113k – Mr. Tedder prepared the concept report for this pedestrian safety improvement project on Ponce de Leon Avenue in Atlanta, Georgia. Mr. Tedder was the project manager for this assignment, which included the management of two subconsultants performing surveying and traffic counting services. Mr. Tedder also managed invoicing, scheduling of the project with Microsoft Project, stakeholder involvement meetings, construction cost estimating, and preliminary design drawings. At the time of the concept report, this corridor ranked as the second worst State Route for pedestrian crashes, so GDOT has made this corridor a high priority for improvements such as mid-block crossings with pedestrian hybrid beacons, channelizing islands, additional lighting, traffic signal upgrades and other safety improvements.

Lead Traffic Engineer, McGinnis Ferry Road Extension, Gwinnett County, 2002-2009 – Mr. Tedder served as the lead traffic engineer for this large Gwinnett County DOT project. This project involves the widening and new alignment of the McGinnis Ferry Road Extension from Satellite Boulevard to Lawrenceville Suwannee Road in Gwinnett County. As part of the overall design work, services included traffic signal, ATMS,



signing and marking design. Minimization of right-of-way impacts, coordination with utilities, sensitivity to environmental resources, and maintenance of access were key aspects of this project.

Project Manager, South/North Hairston Road Traffic Signal Upgrades, DeKalb County Transportation, 2004-2009, \$60k – Mr. Tedder performed traffic signal design for seven intersections including fiber optic interconnect along this county road in DeKalb County, Georgia. Construction plans for wheelchair ramps and sidewalks were included as part of this project. Signing and marking design for the project was also included. ATMS plans for this project included an Ethernet network using IP based switches and a DSL modem connection.

Project Manager, South Indian Creek Road Traffic Signal Upgrades, DeKalb County Transportation, 2004-2009, \$53k – Mr. Tedder performed traffic signal design for five intersections including fiber optic interconnect along this county road in DeKalb County, Georgia. Construction plans for wheelchair ramps and sidewalks were included as part of this project. Signing and marking design for the project was also included. ATMS plans for this project included an Ethernet network using IP based switches and a DSL modem connection.

Lead Traffic Engineer, US 231, Dothan, AL, ALDOT, 2008-2009, \$64k – Mr. Tedder performed traffic signal design and timing for nine intersections along this six lane US route in Dothan, Alabama. Fiber optic cable interconnect was designed for communications.

Lead Traffic Engineer, Arcado Road, Gwinnett County, GA, Gwinnett County DOT, 2006-2009, \$42k – Mr. Tedder supervised the traffic engineering design tasks for this project for the Gwinnett County Department of Transportation. Design and engineering services included the preparation of preliminary plans, right-of-way plans, and final construction documents for intersection improvements and widening along Arcado Road from Luxomni Road to Lilburn Road. Traffic signal and fiber optic interconnect plans were prepared for two intersections, and included an Ethernet network using IP based switches and a DSL modem connection, and railroad preemption at one location. The project also included a bridge design for Arcado Road over Jackson Creek, surveying, and erosion control plans.

Lead Traffic Engineer, Perimeter CID Traffic Engineering Assignments, Dunwoody and Sandy Springs, GA, 2005-2010, \$50k – Mr. Tedder has been involved in numerous assignments within the Perimeter CID including writing the successful application for Congestion Mitigation and Air Quality (CMAQ) funding for the PCID's Advanced Transportation Management System project. Other notable assignments include facilitating the change-out of numerous traffic signal controllers from Econolite to 2070's, the change-out of a traffic signal cabinet, project plan reviews as needed, and signal timing assignments.



Project Manager, Sugarloaf Parkway Signal Timing Optimization, Duluth, GA, Gwinnett County DOT, 2004, \$19k – Mr. Tedder prepared coordinated signal system timings for a system of five traffic signals along Sugarloaf Parkway near Five Forks Trickum Road in Gwinnett County, Georgia. Included in the scope of work for this project was the implementation and documentation of improved coordinated signal system timings for these intersections. Signal timing plans were prepared using Synchro / SimTraffic version 6, and were implemented using ACTRA onto 2070 controllers with the firmware SEPAC.

Project Manager, Nelson Brogdon Boulevard Signal Timing Optimization, Buford, GA, Gwinnett County DOT, 2004, \$15k – Mr. Tedder prepared coordinated signal system timings for a system of four traffic signals System near the intersection of Nelson Brogdon Boulevard / State Route 20 at Buford Highway / State Route 13. Included in the scope of work for this project was the implementation and documentation of improved coordinated signal system timings for these intersections. Signal timing plans were prepared using Synchro / SimTraffic version 6, and were implemented using ACTRA onto 2070 controllers with the firmware SEPAC.

Project Manager, Buford Highway Pedestrian Hybrid Beacons, Chamblee, GA, DeKalb County Transportation, 2009, \$10k – Mr. Tedder lead the design and specifications preparation for four retrofits at locations on Buford Highway in DeKalb County. Also known as, “HAWK” signals, these pedestrian crossings are being retrofitted to match the latest proposed MUTCD parameters.

Lead Traffic Engineer, DeKalb County Program Management, DeKalb County, GA, DeKalb County Transportation, 2000-2010, Various Fees – As part of his prior employer’s role as program manager for DeKalb County’s infrastructure improvements for transportation projects program, Mr. Tedder reviewed projects prepared by other consulting firms so that the design is in accordance with FHWA, AASHTO, ADA, Georgia DOT, and DeKalb County standards and specifications.

Project Manager, Phase 4 of the Macon-Bibb County ATMS, Macon, GA, 2001-2007, \$280k – Mr. Tedder served as project manager for this citywide signal timing project using Synchro/SimTraffic for approximately 130 signalized intersections, including the Central Business District and the major outlying\arterials. ACTRA and SEPAC were the traffic control software and firmware utilized.

SR 316 High-Occupancy-Vehicle Lane – Mr. Tedder served as the lead traffic engineer for this project. This project for GDOT/Gwinnett County involves the design of a high-occupancy-vehicle lane on SR 316 and the reconstruction of or addition to of all SR 316 interchanges within most of Gwinnett County. The scope of work includes eight traffic signal



designs, approximately two miles of signing and marking, and ATMS plans that are integrated with the roadway reconstruction.

Atlanta Road Widening – Mr. Tedder performed traffic signal design for three intersections and assisted with the signing and marking for this widening and intersection improvement project in Cobb County.

Atlanta Road at West Spring Street – Mr. Tedder prepared a traffic signal plan for this intersection in the downtown area of the City of Smyrna. Project design elements included decorative traffic signal mast arms and railroad preemption and coordination.

East-West Connector Phase 5 – Mr. Tedder performed traffic signal design and assisted with the signing and marking design for this new corridor in Cobb County.

State Route 120 Widening and Interchange Modifications – Mr. Tedder performed traffic signal design for ten intersections and assisted with the signing and marking design for this two mile widening project. This project will reconstruct the interchange of SR 120 at SR 120 Loop and will widen SR 120 from five lanes to six lanes.

Akers Mill Road Streetscape – As part of the Livable Centers Initiative (LCI) plan for the Cumberland Community Improvement District (CCID), Mr. Tedder prepared traffic signal, signing, and marking plans for the intersections of Akers Mill Road at Cumberland Boulevard, Galleria Drive, and Cobb Galleria Parkway.

Atlanta Road at Interstate 285 – Mr. Tedder is currently preparing signal, signing, and marking plans for the reconstruction of the I-285/Atlanta Road interchange project that will include new bridge construction along Atlanta Road over I-285, reconfiguration of the current interchange design.

South Cobb Drive / State Route 280 at Interstate 285 Interchange – Mr. Tedder provided traffic signal design for the interstate ramp terminals as part of this Georgia DOT safety project. The project consisted of the removal of a raised median section on the bridge and safety and traffic improvements to the ramp terminals. This work was performed as part of PBS&J's contract with Georgia DOT to perform safety project design on an on-call basis.

Roswell Street from Victory Road to Cobb Parkway – Mr. Tedder provided design of four traffic signal installations as part of this project consisting of design services for the widening of Roswell Street from three lanes with some right turn lanes and narrow concrete or brick sidewalks and convert it into a four-lane divided road with eight-foot-wide brick paver sidewalks on each side.



Phase 2 and 3 of the Macon-Bibb County ATMS – Mr. Tedder assisted in the preparation of construction plans involving a fiber optics communications network, 20 Closed Circuit Television (CCTV) cameras, two Video Detections System (VDS) controlled intersections, and traffic signal improvement plans for 59 intersections.

State Route 515 Turn Lane Improvements – As part of a project to add turn lanes to SR 515 in North Georgia, Mr. Tedder prepared traffic signal plans at four locations and prepared special sign details for the 82 intersections that this project encompassed.

Automated Truck Rollover Warning System (ATROWS) Designs – Project Tasks included the design and specifications development for six ATROWS installations at three interstate interchanges in the Atlanta, Georgia metropolitan area.

GDOT Interchange Maintenance Project – Mr. Tedder assisted in the traffic signal design for ramp terminals at 73 locations on Interstates in the northern half of Georgia.

Columbus Park Crossing – Mr. Tedder performed traffic signal design for nine intersections including fiber optic interconnect for this large mall development in the City of Columbus, GA. Signing and marking design oversight for the project was also conducted.

CDC – Buford Highway Entrance – Mr. Tedder prepared a traffic signal plan and oversaw the intersection design of a new entrance to the Centers for Disease Control – Chamblee, Georgia Campus. This project involved the design of mast arms, and interconnect to an existing fiber optic network.

Decatur Streetscape Phase 2 – Traffic signal design for six intersections in Decatur, GA.

Canton Streetscape – Traffic signal design for an intersection and safety improvements for a mid-block pedestrian crosswalk in Canton, GA

Forsyth St / Cotton Ave Intersection Improvements – As part of a streetscape project that included sidewalk improvements, landscaping plans, traffic calming measures, and resurfacing, provided traffic signal design and street lighting plans for four intersections in Macon, GA

Keswick Park in Chamblee, GA – Mr. Tedder performed the design of traffic calming measures within the main street that winds through this park. Included were speed tables / humps and signage to attempt to reduce the speed of motorists within the park.

Gainesville State College Master Plan – Mr. Tedder prepared the vehicular circulation and parking study and recommendations for this master plan. Tasks are specifically oriented towards vehicular circulation,



parking, and transportation within and around the campus. This master plan was prepared in accordance with the University System of Georgia Board of Regents Physical Master Planning Template.

Georgia Southern University Master Plan –Mr. Tedder prepared the vehicular circulation and parking study and recommendations for this master plan. Tasks were specifically oriented towards vehicular circulation, parking, and transportation within and around the campus. Also included in the analysis was pedestrian and bicycle facilities, circulation, and conflicts. This master plan was prepared in accordance with the University System of Georgia Board of Regents Physical Master Planning Template.

Southern Polytechnic State University Master Plan –Mr. Tedder assisted in the development of the Campus Master Plan. Tasks were specifically oriented towards vehicular circulation, parking, and transportation within and around the campus. An element of the planning activities was the analysis and recommendations for the transportation and parking infrastructure of the campus. This master plan was prepared in accordance with the University System of Georgia Board of Regents Physical Master Planning Template.

Kennesaw State University Master Plan –Mr. Tedder assisted in the development of the KSU Campus Master Plan. Tasks were focused on vehicular circulation, parking, and transportation within and around the campus. A substantial element of the planning activities was the analysis and recommendations for the transportation and parking infrastructure of the campus. The master plan was prepared in accordance with the University System of Georgia Board of Regents Physical Master Planning Template.

Fort Valley State University Master Plan –Mr. Tedder assisted in the development of this Campus Master Plan. Tasks were specifically oriented towards vehicular circulation, parking, and transportation within and around the campus. The master plan was prepared in accordance with the University System of Georgia Board of Regents Physical Master Planning Template.

Augusta State University Master Plan –Mr. Tedder assisted in the development of this Campus Master Plan. Tasks were specifically oriented towards vehicular circulation, parking, and transportation within and around the campuses. The master plan was prepared in accordance with the University System of Georgia Board of Regents Physical Master Planning Template.

County Road 109 Widening in Anniston, AL – As part of a 6.5 mile widening and realignment project, Mr. Tedder performed traffic signal design and timing using Synchro for four intersections.

State Route 79 at State Route 160 in Blount County, AL – As part of an intersection improvement project, Mr. Tedder performed traffic signal design and timing using Synchro.



Lakeshore Drive Extension in Jefferson County, AL – Mr. Tedder performed traffic signal design and timing for the intersection of Lakeshore Parkway at Morgan Road near Interstate 459 in Jefferson County.

Towne Lake Parkway at Interstate 575 Interchange Improvements – Mr. Tedder designed traffic signal, signing, and marking improvements at the two ramp terminal intersections and an adjacent traffic signal as part of this interchange improvement project in Cherokee County.

Interstate 30 Rehabilitation – Project tasks encompassed signing and marking design, including guide sign design and interchange / ramp terminal signing, and traffic signal design for Interstate 30 and its interchanges between Benton and Little Rock, Arkansas. This project included nine interchanges within this 17 mile project.

Forsyth St / Cotton Ave – As part of a streetscape project that included sidewalk improvements, landscaping plans, traffic calming measures, and resurfacing, Mr. Tedder provided fiber optic cable routing design and traffic signal design for four intersections in Macon, GA.

State Route 54 in Peachtree City, GA – Mr. Tedder performed traffic signal design and fiber optic interconnect for four intersections.

Dallas – Acworth Hwy Intersection Improvements – Traffic signal design including fiber optic interconnect and signal timing for two intersections in Paulding County, GA.

Ashford – Dunwoody Rd in Dekalb County, GA – Designed two traffic signal installations and the fiber optic cable routing between them.

Webb Bridge Rd Improvements – Traffic signal design and fiber optic interconnect for two mast-arm type intersections in Alpharetta, GA; This project included implementation of 3M Opticom preemption devices

Fulton County Program Management – As part of this program management contract to oversee the County transportation improvement projects, Mr. Tedder reviewed traffic signal, signing and marking plans. In addition to plans review, Mr. Tedder also prepared Requests for Proposals (RFP's), Invitations to Bid (ITB's), and manages the projects from concept to construction. Specifically, he prepared an RFP and ITB for two design-build traffic signal projects that included one system of four intersections and another system of five intersections. Included in these contracts were signal timing assignments that were patterned after GDOT's 687 specification for signal timing.

State Route 400 / Northern Sub-Area Study in Atlanta, Georgia – As part of a large area transportation study, Mr. Tedder analyzed traffic operations and recommended improvements for the SR 400 @



Northridge Rd interchange and an adjacent intersection. Mr. Tedder also assisted in the analysis of the feasibility of Bus Rapid Transit (BRT) lanes on SR 400.

Young Street Extension – As part of the East – West Connector project in Cobb County, GA, Mr. Tedder assisted in the Young Street Extension Project that included upgrades of two signalized intersections.

State Route 316 Corridor Study for GDOT – As part of an overall corridor study, Mr. Tedder assisted in the inventory and analysis of the existing Advanced Transportation Management System (ATMS) and provided recommended improvement scenarios, including Intelligent Transportation System device installations and coordination of local and state ATMS throughout the corridor.

Professional Societies/Affiliates

Institute of Transportation Engineers (ITE)
International Municipal Signal Association (IMSA)

Awards

2000 / Georgia Section ITE Student Scholarship Recipient

Languages

English

Specialized Training

July 2002 / IMSA Level 1 Traffic Signals

Security Clearance

None

Publications

None

Chronology

04/10 - Present, URS Corporation, Atlanta, GA

08/99 - 04/10, PBS&J, Atlanta, GA

Contact Information

Address: 400 Northpark Town Center
1000 Abernathy Road, NE
Suite 900
Atlanta, Georgia 30328

Phone: 404-406-8791

Fax: 678-808-8400

Email: dwayne_tedder@urscorp.com



April 29, 2011

To Whom It May Concern:

We were recently apprised that new contracts were in the process of being negotiated for outsourced services for the City. Our perception is that the outsourced services in general have performed well, but we particularly wanted to express our support for the quality of work done by the Parks and Rec department under the leadership of Brent Walker.

To us, Brent represents the type of management we expect in our City. He is very knowledgeable in his field, is thoughtful in his approach to matters, performs his responsibilities with great proficiency, is very responsive to requests for assistance and is a creative thinker with a solid perspective on the types of things that are needed to enhance our park facilities. While we understand that many factors must be considered as you redo contracts, we want to strongly endorse Brent for continuation as the head of Parks and Rec.

Thank you for your consideration in this matter.

Sincerely,

Two handwritten signatures in black ink. The first signature is "Bill McCahan" and the second is "Bill Robinson".

Bill McCahan, President and Bill Robinson, Treasurer
Brook Run Conservancy, Inc.



April 27, 2011

Mr. Warren Hutmacher
City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Dear Warren:

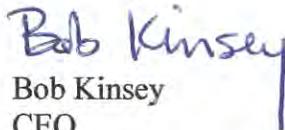
I'm writing to express the Spruill Center's appreciation for the excellent job the City of Dunwoody has been doing in maintaining the North DeKalb Cultural Center (NDCC) facility. In the nine months or so that the City has been in charge, almost every issue that has cropped up has been dealt with swiftly and effectively.

Brent Walker, in addition to his many other Parks and Recreation responsibilities, has been a great facility manager: accessible, responsive, and focused on results. I think he is a real asset to the City of Dunwoody. Brent and the many contractors he has deployed at the NDCC have done a fine job with a wide array of repair & maintenance issues:

- Lawn & grounds maintenance
- HVAC problems
- Pest Control
- Security
- Re-keying of locks
- Roof leaks (still a problem, but much-improved)
- Exterior lighting
- Concrete repair of dangerously broken steps and sidewalks
- Replacement of parking lot speed bumps
- Stripping and re-finishing of floors (*much* needed; outstanding results)

On behalf of everyone associated with the Spruill Center, I want to thank you, Brent, and the rest of the City officials for all the good work that's been done at this facility. It's tough to make an old school building into something special; together, we make it happen!

Sincerely,


Bob Kinsey
CEO

5339 Chamblee Dunwoody Road
Atlanta, GA 30338
770-394-3447 FAX 770-394-6179
Web: www.spruillarts.org



Dunwoody Preservation Trust, Inc.

P.O. Box 888658
Dunwoody, Georgia 30356-8515
www.dunwoodypreservationtrust.org

Mr. Warren Hutmacher
City Manager, City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Dear Warren,

This year, once again, the Dunwoody Preservation Trust's annual fundraiser, "Lemonade Days", was a great success. As you know, the funds raised from this event are utilized in a variety of ways to preserve the history and heritage of Dunwoody. We were very happy to have met our fundraising goals, and to have hosted a festival that has become a spring tradition for many residents of Dunwoody.

This success is built on several factors, the most important being the involvement of many people from all over our community who support our efforts and are willing to work on their behalf. One group of people whom we want to recognize in particular is those who work for the City of Dunwoody. The Dunwoody Police Department was invaluable in many ways. Lt. Oliver Fladrich and his team managed the general traffic flow that an event of this size creates, and they helped ensure that the Bicycle Race Around Dunwoody (BRAD) went off smoothly as cyclists of all ages enjoyed the opportunity tour and race on the streets of the City.

Additionally I want to recognize the support of the Public Works organization. Brent Walker and his team were extremely helpful in ensuring the park was looking great for the event. Brent also was very responsive in assisting us with resolving some logistical issues. Likewise Lou Ehrenhalt's organization did an outstanding job of managing the sizeable job of trash and recyclables removal during the event. The team of Alfred, Craigory, Mike and Todd were very efficient in handling this effort.

We also very much appreciate your efforts on behalf of Lemonade Days. You and your staff have always been helpful and responsive. We very much appreciate this extensive support effort provided by City of Dunwoody personnel and wanted you to know of their contributions to the success of the event.

Sincerely,

Tom McGurk
Chairman, Lemonade Days 2011

Cc: Chief Billy Grogan
Michael Smith
Mayor Ken Wright

Rebecca Barria
1953 Huntington Hall Court
Dunwoody, Georgia 30338

Dear Mayor and Council:

As the chair of the Dunwoody Community Garden at Brook Run, I've had the pleasure of working with Brent Walker over the past year and a half, and I'd like to recommend that his contract as our city's parks manager be renewed.

Brent has been continually supportive of our garden's endeavors, and as a result, has strengthened the relationship between our nonprofit and the city. For example, when we approached him about reopening the run-down barn and greenhouses in Brook Run Park, he gladly met with us to assess the condition of the property and discuss possible uses. We reached an agreement in which our garden would be allowed to install an eco-friendly passive-heating system in the large greenhouse and the parks department would cover utilities. Brent further supported our eco-friendly mission by incorporating a rain harvesting system into the barn renovation plans. When the renovations began, Brent sought input on how our nonprofit and other groups like us could use the space for future programming. Because we would like to use the barn for various activities that benefit not only our garden members, but the greater community as well, Brent worked with Warren Tech on a multi-use design that would give us a place to both conduct educational workshops and wash the hundreds of pounds of produce we donate each season to a local food pantry.

In any working environment, problems emerge, and Brent and I have worked together to resolve a couple of different issues. For example, when a group of garden members expressed concern over possible contamination from firework debris due to a launching point next to our garden, Brent immediately called me to discuss how we might address the concern. He was considerate of their concerns and proposed a couple of efficient solutions.

Brent's knowledge of environmental sustainability, the natural world, and parks operations continues to impress me. Also, his demeanor is warm and receptive. Brent possesses a rare combination of skills, primarily deep knowledge in his field and the ability to communicate in friendly and effective manner.

For all of these reasons, I believe Brent is an asset to our city and someone we should keep around. If you have any questions, feel free to call me at 678-429-6801 or email me at Rebecca@barria.org.

Sincerely,

Rebecca Barria



August 25, 2008

Ms. Rowena Pollock, MPA, CTM, Contracting Officer
Office of Consultant Design and Program Delivery
No. 2 Capitol Square, Room 373
Atlanta, GA 30334

RE: Reference Letter for Lowe Engineers Concerning Access
Management Services for City of Johns Creek.

Dear Ms. Pollock:

It is with great pleasure that I submit this letter referencing the quality of services provided by Lowe Engineers to the City of Johns Creek. As a part of the City of Johns Creek, Lowe Engineers, that is represented by Ken Hildebrandt, P.E., has contributed greatly to the success of the Department of Public Works. The services provided include processing various permit requests on behalf of the City.

Since coming on board, Lowe Engineers has worked on several projects at the City. As a result, they have handled site visits, plan reviews, inspections, project recommendations and follow-up, as necessary, with applicants. The City has met its attainment goal and it is a testament to the good work being done by the Team.

In closing, we are very pleased to have Lowe Engineers as a part of the City of Johns Creek Team.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Boehm", is written over the typed name and title.

Harold "Buzz" Boehm
Program Director for the City of Johns Creek



November 5, 2010

Randal S. Mills
MAYOR

Mr. Scott M. Athey, P.E.
Project Manager – Transportation Engineering
Lowe Engineers
Six Concourse Pkwy, Suite 1000
Atlanta, GA 30328

Chris Bowen
CITY COUNCIL

RE: Reference Letter for Lowe Engineers for Transportation
Services

Dear Mr. Athey:

Vince Evans
CITY COUNCIL

I am writing in reference to the quality of services that Lowe Engineers has provided to the City of Conyers in the area of transportation design services. As a current client of the City of Conyers, Lowe Engineers has contributed a great deal of value in many areas for our Department of Transportation.

Gerald Hinesley
CITY COUNCIL

Since entering into contract in December of 2009, Lowe Engineers has worked on multiple projects for the City including:

- Design for Minor Roadway – Railroad Street Widening
- Design for Intersection Improvements – Gees Mill Road at Old Covington Road

Martin Jones
CITY COUNCIL

The following services have been provided with a great deal of success:

- Excellent Communication and Coordination
- Attention to detail for minimizing major impacts
- Monitoring of budget and evaluation of cost saving alternatives
- Efficient design and attention to scope

Cleveland Stroud
CITY COUNCIL

Antony J. Lucas
CITY MANAGER

In closing, the City is very pleased to have Lowe Engineers as a client of the City of Conyers.

Sincerely,

Brad Sutton
Public Works Director/Transportation Director

1184 SCOTT STREET
CONYERS, GEORGIA 30012
(770) 483-4411

www.conyersga.com

August 26, 2008

Ms. Rowena Pollock, MPA, CTM
Contracting Officer
Office of Consultant Design and Program Delivery
No. 2 Capitol Square, Room 373
Atlanta, GA 30334

RE: Reference letter for LOWE Engineers

Dear Ms. Pollock:

I am writing on behalf of LOWE Engineers in reference to the quality of services they have provided to the City of Sandy Springs. LOWE Engineers has been an integral part of our project team since the City was incorporated in December 2005. They have worked on several transportation projects for the City, and they have handled site visits, plan reviews, inspections, project recommendations, follow up actions with design consultants and applicants. They have also provided a superior level of effort received relating to the processing of various permit requests on behalf of the City.

The City tracks individual project requests via a computer software system with the following requirements:

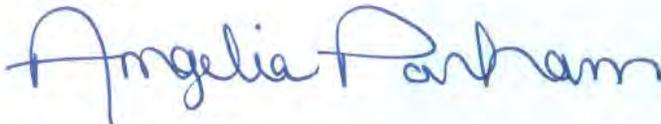
- Initial review complete in five business days; and
- Follow up review (if required) complete in two weeks.

The City currently has a 90% attainment of this goal, which is a testament to the good work that is being done by the Sandy Springs team. These services are being delivered on time and within budget. In a day and time where other local governments are cutting budgets and services due to funding shortages, the City of Sandy Springs has experienced surplus revenues partially due to the efficiency and productivity of the Sandy Springs model and the direct correlation to both time and money.

If you have any questions or require additional information, please contact me at angelia.parham@sandyspringsga.org or at (770) 206-2574.

In closing, with almost three years on the job, the City is very pleased to have LOWE Engineers as a part of the Sandy Springs team.

Sincerely,



Angelia Parham, P.E.
Public Works Director

Michael – got a lovely phone call from Mrs. Valerie Moore, wanting Warren to know what a lovely job you did for them. She said you went above and beyond what you needed to do and that you are a lovely man and took care of everything in a timely and wonderful way.

Thanks Michael for the taking care of this.

Heather

Heather Potter

Executive Assistant to City Manager

City of Dunwoody

41 Perimeter Center East, Ste. 250

Dunwoody, GA 30346

Office: 678.382.6704 / Fax 678.382.6701

heather.potter@dunwoodyga.gov

www.dunwoodyga.gov

From: jean frolet [froletj@gmail.com]
To: Michael Smith
Re: potholes on dunwoody club drive

Sent: Tue 7/27/2010 11:25 AM

Michael,

I was happy to see road works people working on Dunwoody Club Drive potholes this morning. You guys respond fast and that's what I like about the city of Dunwoody. Makes me believe in the power of local government.

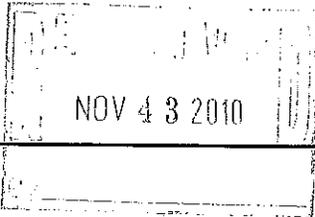
Thanks
Jean

Sent: Wed 7/21/2010 10:31 PM
Re: Littlebrooke Lane

Mr Smith,

The prompt attention paid to patch the potholes on Littlebrooke lane was extraordinary. The standards of service set by the city of Dunwoody compared to that of Dekalb county is a proof point as to why the incorporation of Dunwoody was the only right answer.

Thank you
Doug McMahon



Christopher C. Bonwit

1938 Chartridge Court, Dunwoody, GA 30330-3030
(678) 579-0511

November 21, 2010

Mr. Howard J. Koontz
City Arborist
City of Dunwoody
Suite 250
41 Perimeter Center East
Dunwoody, GA 30356

Subject: Dead Pine Tree removal – Dunwoody Club Drive near Jet Ferry

Dear Mr. Koontz:

On behalf of the Lawn & Landscape Committee, the Board of Directors, and the homeowners of The Woodlands, I am writing to express our gratitude to you, to Michael Smith and to the crew which removed the bottom half of a dead pine tree adjacent to our development on Dunwoody Club Drive. This tree was both a safety hazard to passing pedestrians and drivers as well as an eye sore for adjacent homeowners.

We are especially grateful for the way the City of Dunwoody stayed in communication with our homeowner's association through this process. We appreciate your openness and accessibility because it reflects a positive, caring attitude towards residents and taxpayers in Dunwoody.

Please keep up the good work on behalf of our entire municipality. Thank you very much.

Sincerely,

Christopher C. Bonwit
On behalf of the Board of Directors
The Woodlands

October 13, 2010

Dear Ms. Drysdale

We wish to thank you for your response to our mailbox damage while our street was undergoing complete repaving. It makes us extra proud of our new city.

Sincerely
Barbara and Ken Magee

Mr. Meehan.

7/17/09

You fixed the signal in front of Brook Farm that DeKalb let sit "broken" for years! You guys in public works are the best!

Thank you very much.

Happy citizen of Dunwoody,
Ken Cohen

From: Ken Wright [Ken.Wright@dunwoodyga.gov] Sent: Tue 5/25/2010 10:36 AM
To: Tom.Riesmeyer@cox.com
Cc: [Michael Smith](#); John Heneghan; maryries@bellsouth.net
Re: You guys are amazing!

Thanks for the pat on the back Tom. We have a great team and [Mike Smith](#) is a great leader for PW.
Thanks again for taking the time.

On May 25, 2010, at 9:57 AM, "Tom.Riesmeyer@cox.com" <Tom.Riesmeyer@cox.com> wrote:
I wanted to thank you and your staff for your beyond belief responsiveness for a simple request.

This kind of response from a City government, no one would believe, because that would never happen anywhere else.

*****Tim,

In the engineering world, praise is rare, but you have an employee, [Brent Walker](#), who deserves all that I can give.

I serve as the volunteer grounds director for Dunwoody Senior Baseball. Brent is a pleasure to work with. He is responsive and cares about us. He is making a difference in the lives of over a thousand kids who play in our program. He follows thru on everything. He is honest with us about what the city of Dunwoody can do and what they can't. I could not ask for more

I just wanted you to know how good a job he does.

I really hope you guys keep the contract. Other than the great job, it makes sense that if there is a problem the head guy is just a few miles away, not in Rochester.

Kenneth S Langley

Brook Run Park



Donaldson-Chesnut Farm



Dunwoody Park



Perimeter Center East Park



Windwood Hollow Park



Present

2012-2016

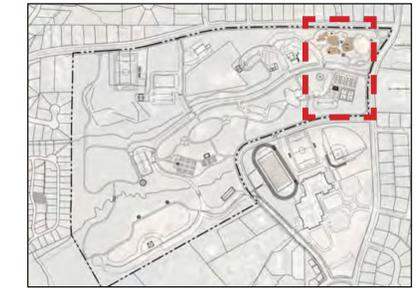
PARK IMPROVEMENTS WITH BOND



Brook Run Park dog park relocation: \$30,000



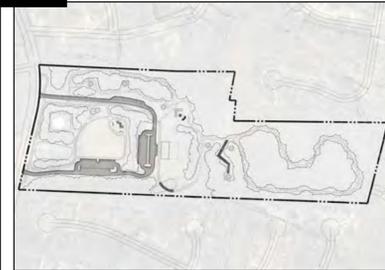
- Brook Run Park grading and turf at old hospital site: \$400,000
- Basketball / sand volleyball / disc golf / tennis courts: \$532,000
- Great lawn / restroom pavilion: \$200,000



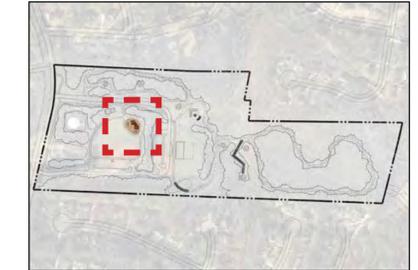
- Brook Run Park activity areas concession / bathroom building: \$315,000
- Playground structure replacement: \$300,000



Donaldson-Chesnut Farm renovation: \$1,000,000



Dunwoody Park resurface parking lots: \$100,000



Dunwoody Park playground: \$225,000



Perimeter Center East Park grading / trails: \$460,000



Perimeter Center East Park playground: \$200,000



Windwood Hollow Park playground structure replacement: \$250,000

2012-2016

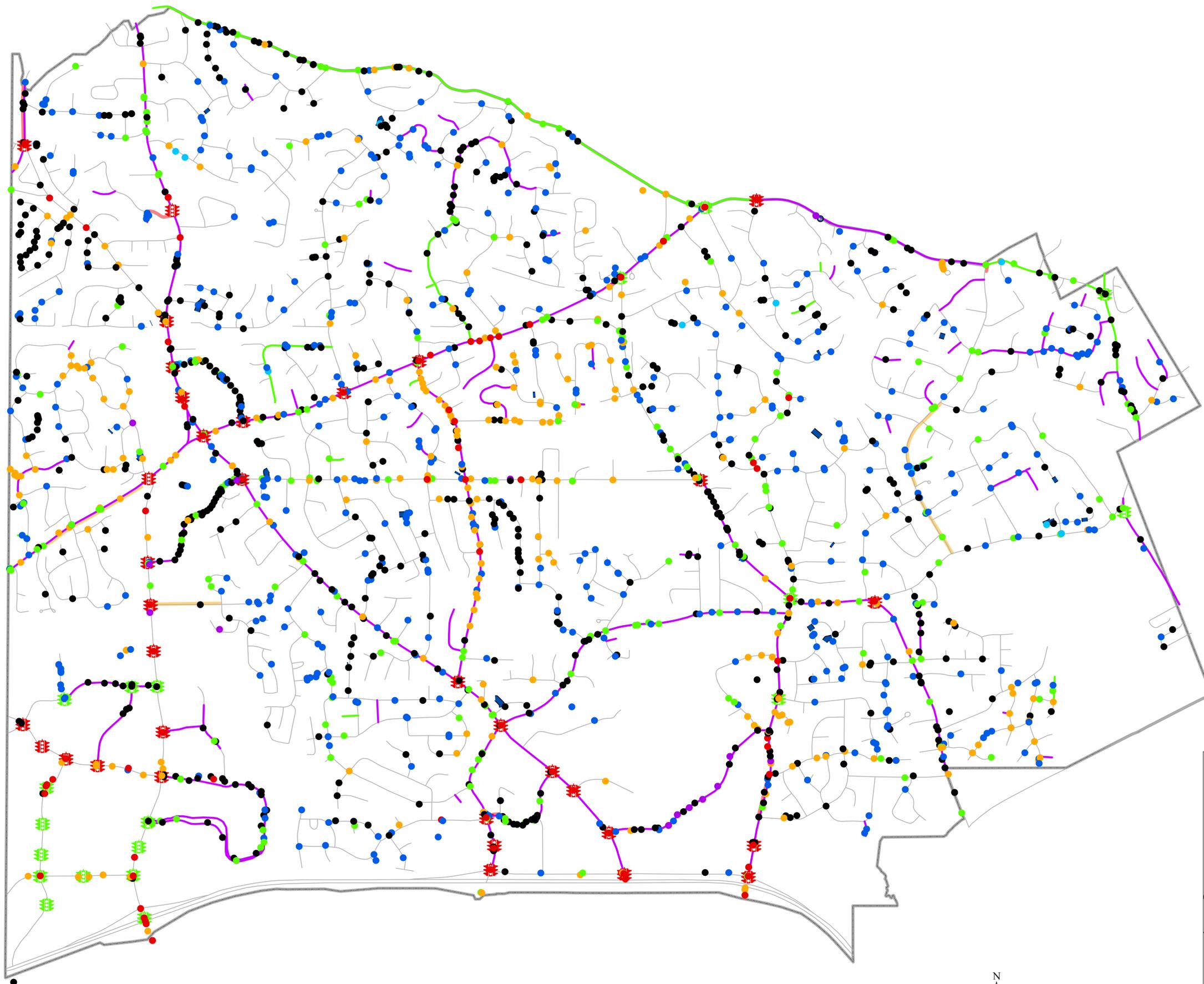
2017-2021

2022-2026

2027-2031

PARK IMPROVEMENTS WITHOUT BOND

City of Dunwoody Public Works Activity (2009-2011)



- ### Legend
- #### Work Orders (2009-2011)
- Category**
- Curb and Gutter
 - Other
 - Pavement Repair
 - Right of Way Maintenance
 - Sidewalk
 - Signals
 - Signs
 - Stormwater
- #### Signal Improvements
- Action**
- Routine Maintenance
 - Minor Improvement/Timing
 - Stormwater Pipe Replacements
 - Street Centerlines
- #### Paving Projects
- Completed Projects (5.0 miles)
 - Planned Projects (26.3 miles)
- #### Sidewalk Projects
- Completed in 2010 (0.6 miles)
 - Planned for 2011 (1.3 miles)
- City of Dunwoody





September 2, 2011

Rich Hampton, Purchasing Manager
CONFIDENTIAL – RFP 11-10
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Re: Request for Proposals (RFP) 11-10 – Public Works and Parks & Recreation Government Services Procurement – Cost Proposal Transmittal

Dear Mr. Hampton:

It is our pleasure to submit the attached cost response to the Request for Proposals for Municipal Government Services Procurement for the City of Dunwoody in the areas of Public Works and Parks and Recreation. We fully recognize that we are in the worst economic times and to that end we have used our three years of institutional knowledge and experience to analyze the cost proposal from all angles.

We feel so strongly about continuing our relationship with Dunwoody that we are offering substantial cost savings while upgrading our service. Our staff is irreplaceable and viable to our business. We invite you to reselect the team in place so we can continue to deliver continuity of operations and consistency of delivery to Dunwoody citizens.

We would like to point out that our proposed total lump sum cost for 2012 is significantly lower than our current contract lump sum cost for 2011 without a reduction in service levels. There are a number of reasons for this reduction, including knowledge of the City, increased efficiency, completion of startup efforts, relationships, a reduction in labor multipliers and the skill and stability of our team. In general, we believe we have set a budget level that will exceed the City's requirements.

As requested, we are providing the completed Cost Table, showing our lump sum proposed cost for Public Works and Parks and Recreation. Additionally, we are providing hourly rates for all team members for any additional services that might be required.

We acknowledge that this proposal may not be withdrawn for a period of one hundred eighty (180) days after the date and time of the proposal opening, September 2, 2011.

Sincerely,
Lowe Engineers, LLC

A handwritten signature in blue ink, appearing to read "Jon Drysdale".

Jon Drysdale, PE
Partner
p. 404.312.1843 f. 770.857.8401
jon.drysdale@loweengineers.com

Appendix D - Cost Table
Page I

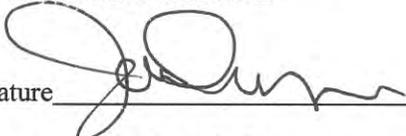
Submitted by Low Engineers, LLC

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus a multiplier for overhead and profits. The City will negotiate with the Contractor to establish a reasonable multiplier if the services are requested. (Please include pricing for

	Price by Year				
	2012 ¹	2013 ¹	2014 ¹	2015 ¹	Total 2012 – 2015
PUBLIC WORKS AND PARKS & RECREATION	\$550,000	\$500,000	\$500,000	\$445,000	\$1,995,000.00

¹ City shall pay the Contractors in twelve payments for each month in accordance with the Contract's General Conditions (see Appendix B, section 11.2.)

Additionally, Bidder should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members.

Representative Signature  Date September 2, 2011

Printed Name and Title Jon Drysdale, Partner

Telephone Number (404)312-1843

Fax Number (770)857-8401

Email Address jon.drysdale@lowengineers.com

REQUEST FOR PROPOSALS

RFP 11-10

PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES PROCUREMENT

Issue Date: August 4, 2011

Proposal Due Date: September 2, 2011

REQUEST FOR PROPOSALS (RFP) 11-10 -- PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES PROCUREMENT

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES Procurement. The City will consider service providers whose proposals meet the criteria established in the Request for Proposals. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors.

Work is to commence on or about January 1, 2012.

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked “**Rich Hampton, Purchasing Manager – CONFIDENTIAL RFP 11-10**”. Within the proposal package, Bidders shall submit separately sealed technical proposal and cost proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Friday, September 2, 2011** at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

Contractors shall submit all questions regarding Purchasing RFP 11-10 via email only to Purchasing@dunwoodyga.gov no later than August 15, 2011 at 2:00 pm EST. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with “**Rich Hampton, Purchasing Manager – CONFIDENTIAL RFP 11-10**” and addressed as follows:

Rich Hampton, Purchasing Manager
CONFIDENTIAL – RFP 11-10
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Contractors may not withdraw their proposal for a period of **one hundred and eighty (180) days** after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City’s staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list firms that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may, at its sole discretion, ask for formal presentations from all of the responsive and responsible Bidders, or only from those firms that are short-listed.

To support a non-biased evaluation of submitted proposals, **the City is requesting Bidders to submit their proposals in two (2) clearly labeled separate envelopes. The first envelope shall include the technical proposal, containing one (1) printed and signed original, seven (7) printed, and one (1) electronic copy in searchable PDF. The second sealed envelope shall include the cost proposal, containing one (1) original printed and signed by an authorized representative and one (1) electronic copy.**

The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES PROCUREMENT TECHNICAL PROPOSAL.**

The cost proposal envelope should only contain the Bidder's cost proposal; the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES PROCUREMENT COST PROPOSAL.**

All proposals may be subject to public inspection under Georgia law.

The City will score **all** technical proposals first before evaluating the cost proposals. Following the review of the technical proposals, the City will review Bidders' cost proposals and calculate the score for each proposing Bidder. The City reserves the right to review only the cost proposals from selected vendors who demonstrated, in the City's option, the best ability to meet the needs of the City.

The City may negotiate with the highest-ranking vendor(s). Negotiations may take place in person or via telephone with the most qualified firms as identified by the City, or if short-listing occurs, the City may negotiate with selected or all of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

The Bidder awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the RFP.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any Bidder, or to reject any or all proposals and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Award, if made, will be to the responsible and responsive Bidder submitting the proposal, deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors considered.

To ensure the proper and fair evaluation of proposals, the City prohibits ANY communication except as expressly authorized herein regarding this solicitation initiated by a Bidder or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time Council makes a decision with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by Bidder regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to Rich Hampton, Purchasing Manager, City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to Purchasing@dunwoodyga.gov or facsimile to 678-533-0712. **Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.**

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1 GENERAL INFORMATION

1.1 Background

The City of Dunwoody is a newly incorporated city (2008) on the north side of metro Atlanta with a 2010 census population of 46,267. It is a scenic community including many of the metro-areas top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant amount of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family friendly and convenient location for businesses and visitors.

The City functions under the governance of a City Council and the management of a City Manager. The City provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private firms. From the initial incorporation, the City has operated as a public-private partnership (PPP), with the vast majority of City staff employed by private companies. The City has determined that the PPP model adds value and flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

1.2 Purpose of Procurement

The existing municipal services contracts for public works, and parks & recreation services expire on December 31, 2011. The purpose of this RFP is to enter into a public-private partnership with highly experienced service providers who have the capability and professional staffing resources required to provide high quality service and increased efficiencies of municipal operations. Firms shall provide service to the City for the period of three years plus one additional year at the City's option.

The City is searching for the Contractor(s) that will be able to provide municipal services in Public Works, and Parks & Recreation.

The City seeks Contractor(s) to manage the delivery of municipal services in a responsive, economical, and efficient manner. Furthermore, the City expects that the Contractor(s) will identify any causes of inefficiencies or uneconomical practices, including inadequacies related to the types of policies and procedures within respective service areas. The City expects Contractors continuously to improve the services delivered to the City's residents by tracking performance measurements and by providing ongoing professional development for contracted staff.

1.3 Term of Contract

The term of the contract for the delivery of municipal services in each service area will be from January 1, 2012 through the following thirty-six (36) succeeding months. The City reserves the right of an option of one (1) additional twelve (12) month renewal period pending availability of appropriated funding, Contractor compliance with City rules and policies, satisfactory performance reports and City Council approval.

1.4 Anticipated Schedule of Events

RFP Issue Date	August 4, 2011
Last Day for Questions	August 15, 2011
Proposal Due Date	September 2, 2011
Written Proposal Evaluations	September 12, 2011
Negotiations	September 15, 2011
Contract Award	September 26, 2011
Executed Contract	January 1, 2012

(Note: Dates are subject to change)

***** END OF GENERAL INFORMATION *****

2 SCOPE OF WORK

2.1 GENERAL SCOPE OF REQUIRED SERVICES

For the purpose of this RFP, Contractor(s) will provide PUBLIC WORKS AND PARKS & RECREATION municipal services for the City of Dunwoody.

For all work provided to the City of Dunwoody, the Contractor(s) shall meet the following general service delivery requirements:

- 2.1.1 Provide services under the direction of the designated City Official. Such services shall encompass all those duties and functions reasonably and customarily associated with delivery of the required services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City ordinances, and laws of the United States and the State of Georgia.
- 2.1.2 Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material and maintain all required Manufacturer's Safety Data Sheets (MSDA) forms on site at the City.
- 2.1.3 Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's document retention schedules, as adopted and amended by City Council.
- 2.1.4 Support the established culture throughout the City and community of Dunwoody.
- 2.1.5 Promote information sharing and collaborative work between all City staff and Contractors.
- 2.1.6 Identify, record and report relevant performance measurements for contracted service areas. Contractor(s) shall submit monthly reports monthly based on established performance indicators. The City and the selected Contractor(s) will mutually agree upon a set of key performance indicators no later than December 15, 2011. The Contractor shall commence tracking relevant metrics in January 2012.
- 2.1.7 Develop, implement, maintain, and improve strategies to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staffing promptly.
- 2.1.8 Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.
- 2.1.9 Provide the City with employees that have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments.

- 2.1.10 Throughout the term of the contract, maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment(s) with the City. (The City will only cover expenses related to professional training specifically requested by the City to provide benefit exclusively for the City. The City values attendance at industry conferences and customary training and development of staff, but such attendance is at the sole expense of the Contractor.)
- 2.1.11 Prepare an annual document that outlines education and professional development provided to staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees.
- 2.1.12 Throughout the term of the contract research and implement, operational improvements to increase efficiencies improve service and reduce operating expenses.
- 2.1.13 Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.
- 2.1.14 Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.
- 2.1.15 Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.
- 2.1.16 Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles.
- 2.1.17 Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.
- 2.1.18 Furnish and maintain for the benefit of the City all labor, supervision, and equipment not otherwise provided, which are necessary and proper for performing the services, duties, and responsibilities set forth and contemplated as necessary to maintain the required level of service.
- 2.1.19 Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.
- 2.1.20 Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are subject to change throughout the term of the contract.
- 2.1.21 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.1.22 Use the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.
- 2.1.23 Prepare and provide to the City update reports submitted monthly and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific performance indicators established for each service area.

- 2.1.24 Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.
- 2.1.25 Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.

In addition, the Contractor(s) shall provide the specific services described in the sections below.

2.2 PUBLIC WORKS SPECIFIC SCOPE OF SERVICES

The Department of Public Works is responsible for the management, development, safety, and maintenance of the City's roadways, parks, and stormwater systems. Its major functions include streets maintenance, paving and striping, sidewalks, gutters, related street areas, traffic signals, road sign maintenance, parks maintenance, stormwater utility, emergency preparedness as it relates to public works functions, traffic engineering, and traffic calming. The Public Works department is charged with providing high quality and responsive service to the residents and business owners of Dunwoody, including the on-call and maintenance staffs who strive to respond to citizen and community requests in a professional and timely manner. Currently, the Department maintains 185 centerline miles of roadway, and 43 linear miles of sidewalks, addressing issues such as:

- Repairing damaged curbs, gutters, catch basins, sidewalks and roadway paving
- Maintaining traffic lights and signs
- Maintaining rights-of-way by mowing grass and removing trash and debris
- Working closely with the regional, state, and federal agencies to assure that roads within Dunwoody are maintained and improved

2.2.1 General Requirements

Contractors responding to the Public Works scope of work shall perform the following services:

- 2.2.1.1 Provide services under the direction of the City Manager or designee.
- 2.2.1.2 Provide a Public Works Director, approved by the City, with full responsibility to manage all staff necessary to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Director without written approval of the City; the City will not unreasonably withhold approval. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City Manager, at his discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.)
- 2.2.1.3 Provide the City with a primary contact to act as a liaison between the City and the Contractor.

- 2.2.1.4 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.2.1.5 Develop capital improvement plans for applicable Public Work service areas.
- 2.2.1.6 Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City.
- 2.2.1.7 Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards.
- 2.2.1.8 Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.
- 2.2.1.9 Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.
- 2.2.1.10 Maintain the inventory of all transportation related assets, which shall include but not be limited to, traffic signals, street signs, street lights, guard rails, sidewalks, roads, curbs and gutters, traffic calming devices, stormwater catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2012 in a manageable electronic database format.
- 2.2.1.11 Respond to public requests and complaints in a timely and professional manner and keep logs of the resolution of all such requests and complaints.
- 2.2.1.12 Attend City meetings to represent Public Works as required and directed by the City Manager.
- 2.2.1.13 Track, maintain, and report on key performance indicators established by the City for the Public Works in a timely manner.
- 2.2.1.14 Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.

2.2.2 Street Maintenance and Striping

The Contractor shall provide the following services:

- 2.2.2.1 Oversee maintenance and repair of all City Streets including but not limited to pothole repair, paving and striping as directed by the City Manager. (The City expects Public Works Contractor to work with Purchasing to create the most efficient program for maintenance.)
- 2.2.2.2 Oversee all maintenance work in compliance with current Georgia Department of Transportation (GDOT) specifications.
- 2.2.2.3 Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.

- 2.2.2.4 Conduct all activities necessary to maintain a first class roadway and bridge infrastructure system in accordance with American National Standards Institute (ANSI) and American Society for Testing and Materials (ASTM) standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events.
- 2.2.2.5 Coordinate emergency responses, as they relate to Public Works, to all weather-related events.
- 2.2.2.6 Identify and perform other street maintenance and striping responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.3 Traffic Signals, Street Signs and Street Lights

The Contractor shall provide the following services:

- 2.2.3.1 Maintain the proper operation of all traffic signals and streetlights at all times within the City of Dunwoody.
- 2.2.3.2 Traffic signals shall be operational continuously and Contractor shall be responsible for providing emergency response to signal outages or malfunctions.
- 2.2.3.3 Adjust and/or align signal heads for proper pedestrian and vehicular traffic.
- 2.2.3.4 Inspect signal timing and make adjustments as required. (The city will pay the labor and materials for a contract crew to repair and properly time the signal. However, the City expects the Contractor to be able to identify whether a signal is malfunctioning and oversee required repairs.)
- 2.2.3.5 Oversee and manage the inspection and cleaning of traffic signal cabinets and equipment at least once per year.
- 2.2.3.6 Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.4 Sidewalks, Gutters and Related Street Areas

The Contractor shall provide the following services:

- 2.2.4.1 Oversee the maintenance of any new sidewalks and curbing to be completed in accordance with (GDOT) as well as applicable ANSI and ASTM standards and as directed by the City Manager.
- 2.2.4.2 Maintain first class sidewalks, gutters, and related street areas including, but not limited to, overseeing all necessary maintenance and cleaning of the same as directed by the City Manager.
- 2.2.4.3 Maintain and clear the City's Rights-of-Way (ROW), performing landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.

- 2.2.4.4 Identify and perform other sidewalks, gutters, and related street areas responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.5 Traffic and Transportation Engineering

The Contractor shall provide the following services:

- 2.2.5.1 Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.
- 2.2.5.2 Review and revise the existing striping plan and the associated schedule and projected yearly costs.
- 2.2.5.3 Monitor the existing traffic signal system and create an annual schedule for all required updates.
- 2.2.5.4 Maintain communications with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding.
- 2.2.5.5 Work with the community and the PCID to set public space standards for all Dunwoody commercial areas.
- 2.2.5.6 Continuously explore methods of improving traffic flow in a non-grid environment.
- 2.2.5.7 Review, revise, and develop recommendations for Street Smart regarding the establishment of a grid system in the revitalized commercial areas.
- 2.2.5.8 Continuously explore the use of under/ over passes (grade separation) at key bottleneck points.
- 2.2.5.9 Review and, if applicable, revise plans to provide appropriate infrastructure to increase and enhance the traffic flow of pedestrians and cyclists.
- 2.2.5.10 Review and update the inventory of neighborhoods that need traffic calming projects and streamlining of the current traffic calming requirements and process.
- 2.2.5.11 Utilize the latest GIS equipment and technology to review and update road maps and pavement condition data.
- 2.2.5.12 Analyze, evaluate, and synthesize all the above transportation elements into the existing Comprehensive Transportation Plan as appropriate.
- 2.2.5.13 Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.6 Stormwater

The Contractor shall provide the following services:

- 2.2.6.1 Provide ongoing engineering, design, and maintenance of stormwater systems, as needed, to meet the needs of the City in accordance with all ANSI and ASTM standards and as directed by the City Manager.

- 2.2.6.2 Review, update, and implement all necessary policies, protocols, rules, and regulations necessary to meet or exceed the City's stormwater requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements.
- 2.2.6.3 Integrate activities when applicable with Planning and Zoning and other departments as necessary.
- 2.2.6.4 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.2.6.5 Identify, document and, if deemed applicable by the City Manager, implement water conservation practices and methods.
- 2.2.6.6 Create, maintain, store, and retrieve available documents that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, local, state, and federal laws.
- 2.2.6.7 Prepare the parcel level data necessary to calculate the billing data for Stormwater customers and communicate the calculations to the appropriate parties in a timely manner.
- 2.2.6.8 Identify and perform other stormwater responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.7 Emergency Preparedness

As it relates to Public Works functions, the Contractor shall provide the following services:

- 2.2.7.1 Review, revise and implement policies and guidelines, and coordinate, operate and maintain the City's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.
- 2.2.7.2 Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.
- 2.2.7.3 Assist the Police Department with chains or other traction devices in the event of a snow or ice storm, which may impair the traction of Police or other City vehicles.
- 2.2.7.4 Identify and perform other emergency preparedness responsibilities, as related to Public Works, where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3 PARKS & RECREATION SPECIFIC SCOPE OF SERVICES

The City of Dunwoody Parks and Recreation Department strives to provide the residents of Dunwoody with the highest quality parks, recreational services, and green space to enhance the quality of life to our community. The City of Dunwoody manages six major parks with combined land space of over 156 acres. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, and more.

2.3.1 General Requirements

Contractors responding to the Parks and Recreation scope of work shall perform the following services:

- 2.3.1.1 Provide a Parks and Recreation Manager, approved by the City, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City Manager, at his discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.)
- 2.3.1.2 Provide services under the direction of the City Manager or designee.
- 2.3.1.3 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 2.3.1.4 Provide off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days a week.
- 2.3.1.5 Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for facility maintenance.
- 2.3.1.6 Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.
- 2.3.1.7 Verify and update all information provided or obtained from other sources.
- 2.3.1.8 Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.
- 2.3.1.9 As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 2.3.1.10 Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3.2 Parks Maintenance

The Contractor shall provide the following services:

- 2.3.2.1 Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities.
- 2.3.2.2 Oversee the maintenance of the City parks.

- 2.3.2.3 Ensure repairs are completed in a timely manner including, but not limited to:
- Painting over or removal of graffiti
 - Re-lining athletic field lines
 - Repairing or replacing broken windows
 - Repairing or replacing damaged or missing park signs
 - Repairing or replacing broken toilets and other bathroom facilities
 - Removing debris
 - Repairing or placing lighting in all recreational and park areas
 - Removal of trees when necessary
- 2.3.2.4 Review, revise, develop, and recommend to the City Manager short, mid, and long range plans for capital improvements.
- 2.3.2.5 Conduct all activities necessary to identify, develop and prepare submissions for any federal, state, or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.
- 2.3.2.6 Oversee the planning, procurement and execution of capital projects for park improvements including, but not limited to, bonded capital projects.
- 2.3.2.7 Maintain all Parks and Recreational facilities as outlined in the above activities including:
- Dunwoody Park (the nature center and the baseball fields)
 - The Donaldson-Chesnut Homestead
 - North DeKalb Cultural Center
 - Windwood Hollow Park
 - Brook Run (includes theater and skate park)
 - Vernon Springs Park
 - Newly acquired 16 acres at 4000 Dunwoody Park (Georgetown)
 - Other recreational facilities acquired by the City during the term of the contract
- 2.3.2.8 Identify and perform other park maintenance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.3.3 Recreation

The Contractor shall provide the following services:

- 2.3.3.1 Develop and recommend to the Park and Recreation Director short, mid, and long-term plans for capital improvements and implement said plans as directed.
- 2.3.3.2 Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.
- 2.3.3.3 Plan, recommend, implement, and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include but are not limited to, festivals, and 5k's.

- 2.3.3.4 Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with any other City activities.
- 2.3.3.5 Coordinate with the City's Police Department for traffic control and provide cleanup for all recreational activities upon closure of events.
- 2.3.3.6 Administer all contracts with private instructors programs.
- 2.3.3.7 Manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for the security of all revenues collected.
- 2.3.3.8 Coordinate specified aspects of utilization of parks with emergency management procedures of local, state, and federal agencies.
- 2.3.3.9 Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreation programs and special events.
- 2.3.3.10 Plan, implement, and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.
- 2.3.3.11 Establish, operate, and oversee all aspects of emergency management procedures with local, state, and federal agencies to ensure safe recreational system.
- 2.3.3.12 Maintain and update a programming and management plan for the continued operation of the Brook Run Skate Park.
- 2.3.3.13 Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

* * * * * END OF SCOPE OF WORK * * * * *

3 PROPOSAL FORMAT

3.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing **straightforward and concise** delineation of Bidder's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Bidders follow the format and instructions contained herein. The City factors the proposal itself when considering the Contractor's ability to deliver high quality services.

3.2 Proposal Submission

To support a non-biased evaluation of submitted proposals, the City is requesting Bidders to submit their proposals in two (2) individually sealed envelopes, one being the technical proposal and the other being the cost proposal. Bidders shall submit the technical and cost proposal envelopes in one (1) sealed and marked package sent to the designated address. The City will score all technical proposals first before evaluating the cost tables – APPENDIX D. Once the City evaluates all technical and cost proposals, the evaluation team will calculate the final score for each proposing Bidder for each service area.

3.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- One (1) printed and signed original (marked "Original")
- Seven (7) copies (each marked "Copy")
- One (1) electronic copy on a flash drive, CD-ROM or DVD disk in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES PROCUREMENT TECHNICAL PROPOSAL**. The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material.

3.2.2 Cost Proposal

The cost proposal envelope shall contain **only** the following:

- One (1) printed and signed original
- One (1) electronic copy on a flash drive, CD-ROM or DVD disk

The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES PROCUREMENT COST PROPOSAL**.

The cost proposal envelope should contain, at the minimum, APPENDIX D – Cost Table, showing the costs associated with providing services. Bidders should also provide detailed costing information. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members. The City will not evaluate any additional material submitted by the Contractor.

3.3 Proposal Content

The City expects that all Bidders responding to this RFP will develop responses that are concise, customized, and exhaustive.

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of content should include, at a minimum, all listed items in the sequence indicated below in section 3.3.1. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal.

The technical and cost proposals shall include the following.

3.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings. Bidders shall submit the technical proposal in a separately sealed envelope as specified in the section 3.2.1 of this RFP.

To aid in thorough and consistent review, Contractors shall organize and number the proposal to correspond to the proposal outline provided below, with particular emphasis given to Section III. Bidders should include a table of contents. Failure to follow proposal format and content requested by this RFP may result in proposal disqualification.

3.3.1.1 Section I - Letter of Transmittal

A letter of transmittal that provides the following information must accompany each proposal:

- Identify the submitting organization.
- Identify the name, title, telephone and fax number and an e-mail address of the contact person of the organization.
- Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

3.3.1.2 Section II - Corporate Background and Qualifications

This section shall include information on the Bidder's corporate organization (history, size, etc.), experience, and skills regarding the Bidder's record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work. Furthermore, Bidders shall provide information pertaining to the following:

- Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.
- Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.
- State whether the Bidder has any pending litigation, and state whether the firm has had any litigation in the last five (5) years and the outcome of such litigation.
- Describe the "back office" attributes, capabilities, and resources that will support the staff positioned at the City's premise(s).
- The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.

3.3.1.3 Section III - Response to Scope of Work

Bidders shall respond in detail to the requirements listed in sections 2.1, 2.2 and 2.3 as well as each subsection. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work. **Bidders should not merely affirm but rather expand (concisely) how each scope item will be addressed throughout the duration of the contract.**
- Describe your firm's approach and methodology to ensure delivery of high quality services.
- Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.

- Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.
- Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract.
- Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your firm's approach to support the City's environmental sustainability goals.

3.3.1.4 Section IV – Proposed Personnel

The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. This section shall only include resumes of proposed departmental Directors and Managers. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. In addition, Bidders shall provide answers to the following:

- Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.
- Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.
- Provide resumes or professional profiles of key personnel (Directors and Managers) already identified that the Contractor would likely assign to this project.
- Describe the approach to ensure staff is adequately trained and up-to-date at the beginning of the contract, as well as your methodology for ensuring staff stays up-to-date throughout the term of the contract.
- The City expects Bidders responding to this RFP to provide the City with a high-level organizational chart, which should depict how the Bidder's organization intends to staff the various departments they are proposing. The organizational chart should include on-site, subcontracted, and Contractor-provided (back office) service positions.

3.3.1.5 Section V - References

Bidders shall submit a preferred minimum three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

3.3.1.6 Section VI - Required Forms

The City requests Bidders to complete, sign and return as a part of the technical proposal forms that are attached to this RFP (with the exception of APPENDIX D that should be a part of the Cost Proposal).

Technical Proposal:

- Executed Proposal Form (Section 5 of this RFP)
- Acknowledgement of any and all Addenda to this RFP

Cost Proposal:

- APPENDIX D –Cost Table (to be submitted with Cost Proposal)

Failure to submit completed and signed forms may result in proposal rejection.

3.3.1.7 Section VII - Appendices

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and shall not be part of the official evaluation except to the extent they support qualifications and experience of the Bidder.

3.3.2 Cost Proposal Content

Bidder shall provide a fixed price for all services indicated in this RFP. Pricing shall be 36 payments plus an optional 12 additional payments. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding firm shall sign the cost proposal.

Bidders shall complete APPENDIX D – Cost Table, showing the costs associated with providing services. Bidders should also provide detailed costing information.

Additionally, Bidder should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members.

The City would like to reiterate that the City intends to reimburse for all of the costs of maintenance and repairs overseen by the Contractor(s) separately, and these costs should not be included in the Cost Proposal figures submitted by the Bidder.

* * * * * END OF PROPOSAL FORMAT * * * * *

4 EVALUATION CRITERIA

The City, in its discretion, may award the Contract to the responsible and responsive Bidder(s) submitting the proposal that the City deems is the most advantageous, price and other factors being considered. To facilitate efficient evaluation sessions, the City asks Bidders to strictly follow the format mentioned in the RFP Section III – Proposal Format.

The City's staff will review all proposals submitted. After reviewing the proposals, the City may, at its discretion, invite to interview (at Bidder's expense) one or more of the Bidders whose proposals appear to best meet the City's requirements. Interview responses along with the written proposal and samples (if any), will become part of Bidder's submission evaluated pursuant to the evaluation criteria. The City reserves the right to short-list Bidders for further consideration.

The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

A. Proposed Management Plan and Approach of Work – 35%

The Proposal shall outline the plan that the Bidder will use to provide for the most effective delivery of the requested services put forth by the City.

B. Firm Qualifications – 20%

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP.

C. Quality of Staff and Relative Experience – 20%

The Proposal shall include the resumes of those qualified personnel proposed to fill the duties of the assignments at the appropriate levels requested by this RFP.

D. Clarity and Quality of Proposal – 5%

The Proposal must be specific and contain, at a minimum, the details required to demonstrate an ability to meet or exceed those services outlined within the Scope of Work for each respective service area. The Proposal must clearly represent the Bidder in form and presentation.

E. Cost Proposal Fee – 20%

(Submitted in a separate package from the technical proposal)

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors. The maximum points available will be provided to the firm with the lowest cost proposal. Other firms will be awarded points proportionally compared to the lowest cost proposal. For example, a firm that is 10% higher than the lowest cost will receive 90% of the maximum points available.

***** END OF EVALUATION CRITERIA *****

5 PROPOSAL FORM

**PROPOSAL FORM
CITY OF DUNWOODY, GA
RFP 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES
PROCUREMENT**

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City’s evaluation or consideration thereof.

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

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 11-10 PUBLIC WORKS AND PARKS & RECREATION GOVERNMENT SERVICES PROCUREMENT, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City’s costs and damages including, without limitation, attorney’s fees, to the same extent that the City could recover its costs and expenses from the Bidder under section 10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. Date	Addendum No. Date	Addendum No. Date
_____	_____	_____

It shall be the responsibility of each Bidder to visit the City Purchasing Department’s website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work, excluding transitional requirements, is to commence on or about January 1, 2012.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Company Name: _____

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

The Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody?

Yes ___ No ___

Will your company accept the City's procurement card for payments from the City of Dunwoody?

Yes ___ No ___

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

6 INSTRUCTIONS TO BIDDERS

1. INTENT

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Bidders provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

2. GENERAL

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. **Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to Purchasing@dunwoodyga.gov.** Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.
- 2.2 The Contract work shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for the services required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.
- 2.3 A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.5 There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.
- 2.6 The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

3. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such, the City encourages the incorporation of environmental sustainability into proposals.

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

All prospective Bidders shall thoroughly examine and become familiar with the Proposal package and carefully note the items, which must be submitted with the Proposal. (These Instructions to Bidders, the Request for Proposals, the Proposal Forms, the Contract, the General Conditions, and the Scope of Work are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Bidder has read and understands the Proposal Documents. The failure or neglect of a Bidder to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

The City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to Rich Hampton, Purchasing Manager, City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346 or by e-mail to Purchasing@dunwoodyga.gov or facsimile to 678-533-0712 no later than May 5, 2011 at 2:00 pm EST. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at http://www.dunwoodyga.gov/Government/Document/RFP_RFQ.aspx or by visiting Georgia's Department of Administrative Services (DOAS) web site at http://ssl.doas.state.ga.us/PRSapp/GPR_P_start.jsp. However, prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

6. PREPARATION OF PROPOSALS

- 6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- 6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Proposal Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.
- 6.3 If the Bidder is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Bidder to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- 6.4 If the Bidder is a corporation or other state-chartered business entity, the City reserves the right to require the Bidder to submit to the City at any time, the name and business address of each officer, director, and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Bidder elects to use a fictitious name in its Proposal, a copy of the Bidder's fictitious name registration should be provided to City.

7. PROPOSAL GUARANTY

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS

- 8.1 All Proposals shall be submitted in sealed envelopes marked on the outside according to the requirements stated in the RFP. Each Proposal shall consist of an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- 8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Proposals received after the time and date specified in the Request for Proposals for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.3 Each Bidder's response to the Request for Proposals shall be at the sole cost and expense of the Bidder and such Bidder shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

To ensure the proper and fair evaluation of Proposals, the City prohibits any communication related to this contract and initiated by a Bidder or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Bidder during evaluation should be submitted in writing and delivered via e-mail to Purchasing@dunwoodyga.gov or facsimile to 678-533-0712. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

10. WITHDRAWAL OF PROPOSALS

No Proposal may be withdrawn after it is submitted unless the Bidder makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred eighty (180) days. Any Bidder withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Bidder's submission of a Proposal shall be deemed the Bidder's acknowledgment of an agreement to the provisions of this Section.

11. DISQUALIFICATION OF BIDDERS

- 11.1 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its Proposal:
- 11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiated with the primary Contractor to provide services. For purposes of this section, the term “affiliates” means firms, partnerships, corporations or other entities under common control;
 - 11.1.2 Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City;
 - 11.1.3 Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City’s ability to enforce the Contract or impose the remedies intended following breach by Contractor);
 - 11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
 - 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
 - 11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.
 - 11.1.7 Evidence of improper communication as described in section 9 above.
- 11.2 The City has adopted a policy, which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

12. REJECTION OF IRREGULAR PROPOSALS

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Bidder's prices, or contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Bidder submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

14. RESPONSIBILITY OF BIDDERS

- 14.1 City reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.

14.2 All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (firms other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.

14.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least three (3) years.

15. GUARANTY OF FAITHFUL PERFORMANCE

A Performance Bond shall not be required for this Contract.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE

Not applicable.

17. EXECUTION OF CONTRACT

17.1 The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Bidder, and delivered to the City, before the Contract will be executed by the City.

17.2 A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).

17.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

18. GEORGIA SALES TAX

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax-exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

19. SUBCONTRACTS

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.

19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

19.3 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested.

21. SECURITY

The successful Bidder will be required to comply with all applicable standards of the City relating to security, which may be in effect or changed from time to time.

22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

24. INSURANCE

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

25. PROPOSAL ERRORS

In the case of a Bidder's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in ink.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

27. PERFORMANCE STANDARD

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Bidder's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. Performance indicators shall be mutually agreed upon between the identified Contractor for selected service area and the City no later than December 15, 2011. The Contractor shall commence tracking relevant metrics in January 2012.

28. NO PROPOSALS

In the event a potential Bidder elects not to submit a Proposal, such potential Bidder is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

29. PUBLIC RECORDS/PUBLIC MEETINGS

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

* * * * * END OF INSTRUCTIONS TO BIDDERS * * * * *

Appendix A - No Response to Request for Proposals

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

Rich Hampton, Purchasing Manager
CONFIDENTIAL – RFP 11-10
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Our company's reason for not submitting a Proposal is:

Company Name

By: _____

Its: _____

Name & Title, Typed or Printed

Appendix B - General Conditions

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Work attached hereto.

2. REGULATIONS

- 2.1 The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations, or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations, and permits on the job site while performing the Contract work.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours, which currently are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours, which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While, there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting can often be completed remotely via telephone, email, or remote computer access.
- 3.2 In the event an emergency condition is declared by the City Manager or Finance Director or their respective designees, the Contractor will perform work during such hours as requested by the City.
- 3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

4. CONTRACTOR'S PERSONNEL

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.
- 4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City's CAR during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
- 4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
- 4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. ITEMS PROVIDED BY THE CITY

- 5.1 Work Location. The City of Dunwoody shall provide a work location for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' work locations.

- 5.2 Uninterruptible Power Supply (UPS). The City of Dunwoody shall provide a power supply for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' power supplies.
- 5.3 Printers. The City of Dunwoody shall provide a common-use (shared) printers for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' printers or printers for employees not using the common-use printers except when determined by the City a private printer should be provided.
- 5.4 Office Space. The City of Dunwoody shall provide office space for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' office spaces.
- 5.5 Utility Services. The City of Dunwoody shall provide utility services for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' utility services.
- 5.6 Employee Parking. The City of Dunwoody shall provide employee parking for all full-time office-based employees proposed under this contract as well as other team members working at a City Work Locations. It shall be the sole responsibility of the Contractor to provide for other project team members' parking including, but not limited to full-time employees traveling outside the City.
- 5.7 Vehicles. On January 1, 2012, Contractor shall supply new vehicles necessary to perform the contract(s.) As a minimum standard, Contractor shall maintain vehicles in a manner acceptable to the City. Vehicles shall be free of any major defects. Paints, body, and interior shall have only minor (if any) blemishes, and there shall be no major mechanical problems. There shall be little or no rust on the vehicles. Engine compartment shall remain clean, with no fluid leaks. Tires shall match and maintain substantial available tread wear. Vehicles must have a clean title history. Vehicles must pass all required emissions tests. Vehicles shall not have any unsubstantiated mileage at any time. Vehicles shall be replaced at the Contractors expense at any time the vehicle does not meet the City's standard, no less often than when the age of the vehicle reaches six years or 150,000 miles. The original (or Replacement) vehicles' ownership reverts to the City at the conclusion of the 36th (or 48th) month of the contract at no additional expense to the City. If the contract is terminated prior to the 36th month, the City shall purchase the vehicle(s) at the published Kelly Blue Book trade-in value for the same vehicle in "good" condition provided the Contractor has adhered to the standards noted in this section.

6. TOOLS AND EQUIPMENT

The City shall also supply furniture, fixtures, and equipment for all city offices and full-time office-based contractor employees. Equipment required, but utilized outside the city offices (e.g. cell phone) shall be provided by the contractor.

7. PERFORMANCE REQUIREMENTS

- 7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- 7.2 The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- 7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 7.4 Any work required beyond that which is specified herein, shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

- 7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- 7.6 Any and all materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

8. CONFIDENTIAL INFORMATION

- 8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- 8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- 8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

9. USE OF PREMISES

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

10. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.

- 11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 41 Perimeter Center East, Suite 250, Dunwoody, GA 30346.

12. COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

13. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

14. INDEMNIFICATION AND INSURANCE

- 14.1 The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the City's negligence or by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below that is attributable to Contractor's negligence, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.
- 14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

- 14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 14.7 Insurance
- 14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:
- (1) Commercial General Liability Insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and
- (2) Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.
- 14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.
- 14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.
- 14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for

“disease policy limit,” and \$100,000 for “disease each employee.” If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

- 14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project’s inception date and until such time as the Statue of Limitations has run for the work done on the project.
- 14.7.4 Health Insurance. Not applicable.
- 14.7.5 Garage Liability Insurance. Not applicable.
- 14.7.6 Garage Keeper’s Legal Liability Insurance. Not applicable.
- 14.7.7 Crime Coverage. Not applicable.
- 14.7.8 Pollution Liability Insurance. Not applicable.
- 14.7.9 Deductibles. The Contractor’s policies of insurance required by this Section 14.7 may require the Contractor’s payment of a deductible, provided the Contractor’s insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer’s payment of the claim.
- 14.7.10 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies, which meet the requirements of Section 15.2 of these General Conditions, and said policies, shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor’s execution of the Contract. The Contractor shall provide the City with at least thirty (30) days’ prior written notice of any adverse material change in the Contractor has required insurance coverage except that ten (10) days’ notice of cancellation for non-payment is required. For purposes of this Section 5.7.10, an “adverse material change” shall mean any reduction in the limits of the insurer’s liability, any reduction, non-renewal, or cancellation of any insurance coverage, or any increase in the Contractor’s self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 15.1 A surety Bond/Letter of Credit is not required for this Contract.

- 15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

16. CONTRACT ADJUSTMENTS

- 16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions to the scope of work will be set forth in a written Amendment to this Contract.
- 16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.
- 16.4 Upon the conclusion of the contract, the City may choose, at its sole discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

17. SUBCONTRACTORS

- 17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor, which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors, which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- 17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

18. DEFAULT AND TERMINATION

18.1 In the event that:

- 18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
- 18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
- 18.1.3 the Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 18.1.7 there is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
- 18.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

19. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

20. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

21. NOTICES

- 21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- 21.2 Unless otherwise stated herein, all notices or other writings, which the Contractor is required or permitted to give to the City, may be hand delivered to the City Manager and the City Attorney, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

With a copy sent to:

City of Dunwoody, GA
ATTN: City Attorney
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

- 21.3 Either party may change its notice address by written notice to the other given as provided in this section.

22. NONDISCRIMINATION

- 22.1 During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
- 22.1.1 Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

22.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

23. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

24. GENERAL PROVISIONS

24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.

24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 24.6 The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 24.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 24.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 24.11 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 24.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.
- 24.13 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner, which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.
- 24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City, which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

- 24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 24.16 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report, as it deems necessary.
- 24.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 24.18 Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
- 24.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 24.20 The Contractor agrees to perform all acts and execute all supplementary instruments or documents, which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 24.21 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- 24.22 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 24.23 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

* * * * * END OF GENERAL CONDITIONS * * * * *

Appendix C - Sample Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for _____:

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2011

* _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Appendix D - Cost Table

Page I

Submitted by _____

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus a multiplier for overhead and profits. The City will negotiate with the Contractor to establish a reasonable multiplier if the services are requested. (Please include pricing for

	Price by Year				
	2012 ¹	2013 ¹	2014 ¹	2015 ¹	Total 2012 – 2015
PUBLIC WORKS AND PARKS & RECREATION					

¹ City shall pay the Contractors in twelve payments for each month in accordance with the Contract's General Conditions (see Appendix B, section 11.2.)

Additionally, Bidder should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members.

Representative Signature _____ Date _____

Printed Name and Title _____

Telephone Number _____

Fax Number _____

Email Address _____