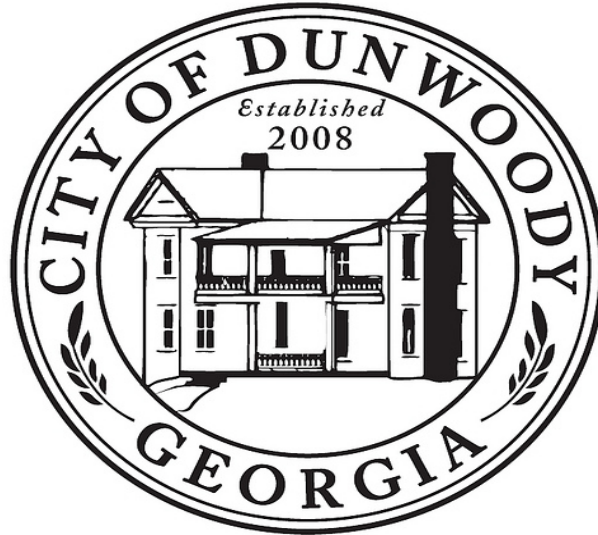


City Of Dunwoody
Request for Proposals for City Services



Public Works
Dunwoody, Georgia

**Request for Proposals
To Provide City Services**

RFP Number 2008.003

October 31, 2008

City of Dunwoody
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Dunwoody, Georgia

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- B. Overall Organizational Chart for the City of Dunwoody

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SECTION 1 - REQUEST FOR PROPOSALS

The City of Dunwoody is requesting proposals for Provision of Services to the City of Dunwoody, Georgia (the "City") to implement, manage and operate a wide range of services/functions for the new city becoming incorporated as of December 1, 2008. This Request for Proposals (RFP) is issued subject to all of the terms, limitations, and conditions as set forth in City Charter as passed during the 2008 Georgia Legislative Session. Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to the request shall be made in accordance with the provisions of these instructions. Services will include administration and management of the scope of work as described in Section 3 of this RFP.

Interested firms are invited to attend a mandatory Pre-Proposal conference on November 7, 2008. There will be time set aside for questions during this meeting. This meeting will begin at 1:00 PM at The Point, 400 Northridge Road, 7th Floor, Atlanta, GA 30350.

In accordance with the requirements of this RFP, some or all proposers may be given an opportunity to participate in presentations to the City's selection committee. Proposers selected for interviews will be notified by the City. Interviews, if needed, are proposed to be held beginning November 20, 2008. Individual presentation times will be scheduled with each selected firm.

Section 4 of this RFP includes the required format for a Form of Response to this RFP. Ten (10) copies of the response to this RFP shall be delivered no later than **4:00 pm on November 17, 2008** to the attention of the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, The Point, 400 Northridge Road, Suite 1200, Atlanta Georgia 30350 (770) 992-3210. Facsimile or email responses will not be accepted.

This City of Dunwoody will make the pre-proposal conference sign-in sheet available posted on the website with the RFP in an effort to assist in the pairing of potential team members for response to this RFP.

Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of the Agreement.

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SECTION 2 - RFP SCHEDULE OF EVENTS

The following milestone schedule represents the City's best estimate of the schedule that shall be followed.

The City reserves the right, at its sole discretion, to adjust their schedule, as it deems necessary. Notification of any adjustment to the milestone schedule shall be distributed to all firms who signed in at the mandatory pre-proposal conference.

Issue RFP	October 31, 2008
Pre-Proposal Conference (Mandatory)	November 7, 2008
Deadline for written questions	November 12, 2008
Response to Questions	November 14, 2008
Deadline for Submission of Proposals	November 17, 2008
Possible Interviews	November 20 and 21, 2008
Selection of Vendor	November 25, 2008
Limited Service Begins	December 1, 2008
Execute City Agreement	December 17, 2008
Begin Full Services for the City of Dunwoody	January 1, 2009

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SECTION 3 - SCOPE OF SERVICES

3.1 General

Project Description

The City will commence municipal operations on December 1, 2008 in accordance with the recently approved City Charter. While City services will continue to be performed for the City of Dunwoody by DeKalb County from December 1, 2008 until December 31, 2008, some limited services required by this RFP will commence on December 1, 2008. Beginning on January 1, 2009 all services required by this RFP will begin under the direct operation and control of the newly formed City of Dunwoody at the direction of the Mayor, Council, and City Manager.

3.2 Scope of Work

Public Works

REQUIRED SERVICES

General

The services required for which this RFP is being issued shall include but not be limited to those outlined in this Section.

The intent of the Contract is that the offeror assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. The intent of the Contracts is that the offeror firm assumes full responsibility for the structure, planning, and implementation necessary to provide the required services to the City. Where the offeror anticipates needs that may occur which are not specifically set forth hereunder, the offeror is expected to identify with specificity those needs as part of its proposal. The scope of work under this RFP is to be in conformance with the overall City organization as defined in "Exhibit B."

It is anticipated that the proposal submitted hereunder shall, if awarded, be incorporated as an addendum to Exhibit "A" of the Contract between the offeror and the City to further define the scope of the offeror's services thereunder. Accordingly, all responses should be in a format suitable for incorporation into said Contract as an exhibit.

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All services and duties must be operational as of the date indicated in Section 2 of this RFP.

Each of the services below shall include, as a material provision thereof, the attendance as necessary and/or requested of any and all meetings of the City Council to discuss and/or make recommendations regarding any matters within the purview of the requested services.

Whenever the requirement calls for the offeror to develop and/or implement a policy, it shall be material provisions thereof that such policy shall be made in furtherance of the directives as provided to the offeror by the City Manager. The Public Works portion of the Dunwoody City Services contracts shall include three separate components of Funding which will be included in the Public Works contract. These three components shall include the following:

1. Public Works Base Bid: General Maintenance and Inventory: Section 3.3
2. Planned Preventative Maintenance (Offeror to provide Unit Costs): Section 3.4
3. Capital Improvements (Money set aside in the City Budget to be used to Improve City Infrastructure): Section 3.5

3.3 PUBLIC WORKS BASE BID

3.3.1 Public Works Director

3.3.1.1 The successful offeror shall provide and employ a Public Works Director (PWD) to manage the Public Works operations for the City under the direction of the City Manager. Provide the full name along with a current resume of the Director candidate. The candidate will be expected to be present during all interviews, presentations, and contract negotiations with the City.

3.3.1.2 The offeror proposal shall include an Organizational (Org) Chart for the proposed Public Works department. The Org. Chart shall identify the PWD as well as the other proposed positions (or functions) that will make up the Public Works department. All of the proposed personnel shall be under the supervision of a Professional Engineer (PE) who is currently registered in the State of Georgia. It is preferable, but not necessary, that a PE be an active member of the Public Works team.

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3.3.2 Inventory of City Assets

3.3.2.1 The successful offeror shall provide an inventory of all transportation related assets which shall include but not be limited to: Traffic Signals, Street Signs, Street Lights, Guard Rails, Sidewalks, Roads, Curb & Gutter, Traffic Calming Devices, Storm water catch basins and inlet structures. The asset inventory shall be in a manageable electronic database format approved by the City Manager and, once developed will become the property of the City of Dunwoody.

3.3.2.2 Some of these assets have been previously inventoried for the Citizen's for Dunwoody, Inc. and can be accessed through a hyperlink at www.boyken.com. Information related to Public Works provided on this and other public websites and forums is for information only and cannot be relied upon to be accurate or all encompassing. It is the offeror's responsibility to verify and update all information provided or obtained from other sources. The Inventory of City Assets shall be completed in a reasonable period of time which shall not exceed 12 months from the initial contract date.

3.3.2.3 Offeror shall coordinate all aspects of intergovernmental relationships regarding Public Works activities in conjunction with the City Manager.

3.3.3 Geographic Information System (GIS)

3.3.3.1 Coordinate with all other necessary City and County personnel and/or contractors the transfer, maintenance, storage and retrieval of all documents and records from DeKalb County, Georgia, necessary for the effective implementation and operation of the City's GIS System provided under the Community Development department. The offeror shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.

3.3.3.2 The offeror shall be responsible for assisting in setting up the new GIS system with the County data in conjunction with the City of Dunwoody Community Development department.

3.3.3.3 The offeror shall provide any GIS related information and/or data in response to requests and needs of City personnel as well as any other contractors who may be engaged in City of Dunwoody Public Works projects.

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3.3.4 Comprehensive Transportation Plan

3.3.4.1 The offeror shall inventory the City's existing road conditions and develop a re-paving plan with a long term schedule and associated annual costs. The Comprehensive Transportation Plan (CTP) shall also include but is not limited to:

- Development of a striping plan with an associated schedule and projected yearly costs.
- Evaluation of the performance of the existing traffic signal system and a transition plan for its upgrade.
- Interface with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding which is currently being developed.
- Offeror shall examine setting public space standards using the PCID standards for all Dunwoody commercial areas.
- Explore methods of improving traffic flow in a non grid environment.
- Implement the Street Smart recommendations regarding the establishment of a grid system in the revitalized commercial areas.
- Explore the use of under/over passes (grade separation) at key choke points.
- Explore providing appropriate infrastructure to increase and enhance the traffic flow of pedestrians and cyclists.
- Inventory of neighborhoods that need traffic calming projects and streamlining of the current traffic calming requirements and process.
- Utilize the latest GIS equipment and technology to map road and pavement condition data.

3.3.4.2 All of the above transportation elements shall be analyzed, evaluated, and synthesized into a single Comprehensive Transportation Plan. The CTP shall be the basis for the Capital Improvement projects outlined in Section 3.5.

3.3.5 Street Maintenance and Striping

3.3.5.1 The offeror shall perform maintenance and repair of all City Streets including but not limited to Paving and Striping. The City of Dunwoody has approximately 167.6 miles of road infrastructure as measured by the center line. **The offeror shall include in their proposal the paving and striping of 4 miles per year of resurfaced asphalt roadways in accordance with Georgia DOT standards with a minimum topping layer of 1.5".** The total amount of City roadway to be resurfaced shall be determined by the Comprehensive Transportation Plan.

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3.3.5.2 Conduct all activities necessary to maintain a first quality 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 providing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning, and repairs necessitated by storm events. **The offeror shall include in their proposal a pothole repair crew (labor, material and equipment) for a minimum of 3 full days per month.** The offeror may provide this service by the use of subcontractors, provided however, when subcontracts are anticipated, the offeror should include as part of its proposal the same information regarding said subcontractor as required of offeror in Section 2.0 hereof. Offeror should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this RFP.

3.3.6 Sidewalks, Gutters and Related Street Areas

3.3.6.1 The City of Dunwoody has approximately 43 linear miles of existing sidewalks and may need another 20.7 linear miles in order to adequately serve the Major Arterial and Collector roads. It was also determined that 87 sidewalk intersection ramps were not in compliance with the American for Disabilities Act and should be scheduled for upgrades. **The offeror shall include in their proposal the installation of 2 miles per year of new concrete sidewalks and 2 miles per year of new concrete curbing.** Installation of the new sidewalks and curbing shall be completed in accordance with Georgia Department of Transportation (GDOT) as well as applicable ANSI and ASTM standards and as directed by the City Manager.

3.3.6.2 The offeror shall conduct all activities necessary to maintain first quality sidewalks, gutters and related street areas including but not limited to providing all necessary maintenance and cleaning of the same. The offeror may provide this service by the use of subcontractors, provided however, when subcontracts are anticipated, the offeror should include as part of its proposal the same information regarding said subcontractor as required of offeror in Section 2.0 hereof. Offeror should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this RFP.

3.3.6.3 The work shall include maintaining and clearing of 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 workmanlike standards of the Department.

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3.3.7 Traffic Signals, Street Signs and Street Lights

3.3.7.1 The offeror shall maintain the proper operation of all Traffic Signals and Street Lights at all times within the City of Dunwoody. Traffic signals shall be operational continuously and offeror shall be responsible for providing emergency response to signal outages or malfunctions. Offeror shall replace all damaged or stolen street signs under this agreement up to an amount which shall not exceed **\$15,000.00 per year**.

3.3.8 Parks and Recreation

3.3.8.1 Parks and Recreation services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Parks and Recreational facilities for the City. The inclusion of the Parks and Recreation in the City is dependent upon a successful negotiation with DeKalb County for the transfer of the assets. If such transfer is not accomplished by the start date of the contract, the city may request an appropriate reduction in the contract. The areas of responsibility shall include, but not be limited to, the following:

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

3.3.8.3 Assist in planning, implementing and coordinating staffing for the planning, promoting, and supervising of recreation programs and special events.

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

3.3.8.5 Develop and recommend to the City Manager short, mid, and long range plans for capital improvements.

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

3.3.8.7 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.

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3.3.8.8 Develop and recommend to the City Manager a Programming and Management Plan for the continued operation of the Brook Run Skate Park.

3.3.8.9 The Parks and Recreational facilities that shall be maintained as outlined in the above activities include but are not limited to:

- Dunwoody Park** (the nature center and the baseball fields)
- The Donaldson Chesnut Homestead**
- North DeKalb Cultural Center**
- Windwood Hollow Park**
- Dunwoody North Police Precinct**
- Brook Run** (includes theater and skate park)

3.3.9 Motor Vehicles and Equipment

3.3.9.1 The offeror shall be responsible for providing Motor Vehicles sufficient for the operations of the Public Works department as of the date indicated in Section 2.0 of this RFP, if the Contract is awarded to offeror by the City. This requirement shall exclude any specialized service related emergency vehicles such as Police, Medical and/or Fire Emergency Vehicles. Vehicle make, model and age shall be subject to the approval of the City Manager and capable of temporary branding to the City of Dunwoody standards.

3.3.9.2 The offeror shall submit a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of offeror sufficient to ensure that the City is protected regarding the use of said vehicles.

3.3.9.3 The offeror shall further be responsible for all storage, maintenance, inspections, and other necessary service regarding the motor vehicles and equipment.

3.3.9.4 Insurance Requirements - Vehicle insurance coverage shall be current and maintained by the offeror as indicated in "Exhibit A."

3.3.10 Storm Water

3.3.10.1 Coordinate with all other City personnel and/or contractors the transfer, maintenance, storage and retrieval of all documents and records from DeKalb County, Georgia, necessary for the effective implementation and operation of the City's storm water requirements under applicable, federal, state, and local laws. The

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offeror shall be responsible for determining the documentation necessary for transfer as well as coordinating and implementing the physical retrieval, reproduction and storage of the transferred records.

3.3.10.2 Provide ongoing engineering, design and maintenance of storm water systems, as needed, to meet the needs of the City in accordance with all ANSI and ASTM standards.

3.3.10.3 Develop and implement all necessary policies, protocols, rules and regulations necessary to meet or exceed the City's storm water requirements under applicable, federal, state, and local laws, including but not limited to federal clean water requirements.

3.3.10.4 Integrate activities as necessary with the Community Development and other departments as necessary.

3.3.10.5 The City of Dunwoody intends to establish its own Storm Water Utility. The offeror shall assist the City in setting up the Storm Water Utility.

3.3.10.6 The offeror shall develop a capital plan for the storm water system.

3.3.11 Miscellaneous Design Services

3.3.11.1 Transportation services shall include, establishing, staffing (as needed to meet the requirements herein), and maintaining the Transportation requirements for the City. The areas of responsibility shall include, but not be limited to, the following:

3.3.11.2 The offeror shall conduct all activities necessary to maintain a first quality traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements which are not outlined in other section of this RFP.

3.3.11.3 The offeror shall conduct all activities necessary to maintain a first quality street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks and related projects.

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3.3.12 Emergency Preparedness

3.3.12.1 Establish 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.

3.3.12.2 Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS.

3.4 PLANNED PREVENTATIVE MAINTENANCE (OFFEROR TO PROVIDE UNIT COSTS)

3.4.1 In addition to the Base Bid for the Maintenance of City Assets outlined in Section 3.3, the offeror is requested to provide projected Unit Costs for additional Maintenance and Repair of traffic infrastructure which could be expected to be required on an annualized basis. Provide line item costs for the following activities. Unit prices shall be all inclusive with labor, material and miscellaneous taxes and expenses included for:

Sidewalk Repair:	Demolition (cost per linear foot-LF)
	New Sidewalk (LF)
Curb Repair:	Demolition (LF)
	New Curb (LF)
Pot Hole Repair:	Crew and Equipment (per day)
Asphalt Paving:	Demolition of existing (SY)
	Installation (SY)
Storm Drainage:	Structure Repair (EA)
New Pipe:	0 to 18" (LF)
	20" to 36" (LF)
	38" and larger (LF)
New Street Signs:	<= 12 SF
(incl. posts)	> 12 SF
New Traffic Lights:	EACH
Guard Rail Repair:	Demo and Install (LF)

3.4.2 In the event that significant pricing fluctuations occur in Labor or Materials after the above unit costs are provided, the offeror shall provide back-up information to the City Manager in order to justify a change in the agreed upon unit pricing list.

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3.5 CAPITAL IMPROVEMENTS

(Money set aside in the City Budget to be used to Improve City Infrastructure)

3.5.1 The city intends to set aside a portion of the Public Works funding to be used to improve City Infrastructure components which would include longer range projects and Emergency Preparedness requirements. It is the City's intent that the Capital Improvement projects would be bid out to subcontractors that would be managed by offeror's Public Works Director. Alternatively, at the discretion of the City Manager, the Capital Improvement projects could be completed by the offeror as approved by the City Manager and City Council.

3.5.2 The offeror shall develop and recommend to the City Manager short, mid, and long range plans for capital improvements and implement plans as directed. Such plans should meet all requirements of the Department of Community Development and Comprehensive Land Use Plan.

3.5.3 The types of projects that would be included for consideration for the funding under the Capital Improvements budget include but are not limited to: Road Resurfacing, New Storm Drainage Requirements, Transportation Enhancements, and Traffic Calming Devices.

3.6 ALTERNATES

3.6.1 Add Alternate #1: **WOMACK ROAD IMPROVEMENTS**

Paving, curbing and sidewalks at Womack Road for the new 4th and 5th Grade Elementary School. Add Alternate bid shall be based on dwg. C-05c produced by KYCA Engineers dated 1-18-08.

3.6.2 Deductive Alternate #1: **PUBLIC WORKS DIRECTOR**

The City Manager, at his discretion, may appoint a Public Works Director that would be a City employee instead of using the services of an offeror appointed employee for that position. Provide a deductive alternate price on an annual basis to eliminate that position from the Offeror's Public Works proposal.

3.6.3 Deductive Alternate #2: **PARKS & RECREATION**

In the event the City of Dunwoody does not successfully acquire the Parks & Recreation assets from DeKalb County, provide a deductive alternate on an annual basis for services pertaining to the Parks & Recreation scope of services under this RFP.

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SECTION 4 - GENERAL INFORMATION AND REQUIREMENTS

4.1 Required Response

To be considered, the response to this Request must include a complete response to this RFP; partial or incomplete responses will not be considered. The format identified in this section is mandatory.

Responses to the RFQ will be evaluated first against a set of weighted criteria to determine those firms most qualified and suited for providing the required services. Qualifications alone will narrow the field to a shortlist of finalist firms who may be invited to interview.

Responses to the RFP must be submitted in two separate parts individually sealed in separate envelopes addressed to the City's designated representative, Mr. Brian Anderson, City Attorney for the City of Dunwoody, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350 (770) 992-3210. The first sealed response for all portions of the response except the proposed fee schedule is due on November 17, 2008 as listed in Section 2 of this RFP. The second sealed response shall include only the proposed fee schedule for the services proposed and is due during the interview for those firms selected for interviews. See sections 4.17, 4.18, 4.19 and 4.20 below for additional details.

4.2 Communications Regarding the RFP

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the City's Representative, Jeff Jones at Boyken International, Inc., Suite 1200, 400 Northridge, Atlanta, Georgia 30350, telephone no. 770-992-3210, and e-mail at jjones@boyken.com.

All communications should be in writing to the City's Representative. Any oral communications shall be considered unofficial and non-binding on the City. Written questions and requests for clarification must cite the City RFP Number. The City's Representative must receive these written requests by the deadline specified in Section 2 - RFP "Schedule of Events."

The City shall respond to written questions and requests for clarification in writing that shall become addenda to the RFP. Only published addenda to written communications shall be considered official and binding upon the City. The City

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reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

The City shall distribute copies of addenda to all firms who signed in at the mandatory pre-proposal conference.

Any factual information provided by the City shall be deemed for informational purposes only. If a Proposer is relying on said factual information, it should either: (1) independently verify the information, or (2) obtain the City's written consent to rely thereon in the Written Questions and Clarification Requests process.

4.3 Required Review and Waiver of Objection by Proposers

Proposers should carefully review this RFP and all attachments for defects, objections, or any other matter requiring clarification or correction (collectively called "objections"). Questions or comments concerning RFP objections must be made in writing and received by the City's Representative by the deadline specified in Section 2 RFP "Schedule of Events," the deadline for Written Questions and Clarification Requests. This will allow issuance of any necessary addenda and help prevent the opening of defective Proposals upon which Contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the City in writing by the deadline for Written Questions.

Submittal of a Proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting Contract, General and Supplementary Conditions, and operates as a waiver of any objection.

4.4 Proposal Preparation Costs

The City shall not pay any costs associated with the preparation, submittal, or presentation of any Proposal, or any costs incurred prior to date of Contract execution.

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4.5 Proposal Withdrawal

Proposers may withdraw a submitted Proposal at any time up to the deadline for submitting Proposals. To withdraw a Proposal, the Proposer must submit a written request, signed by an authorized representative, to the City before the deadline for submitting Proposals. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the deadline for submitting Proposals.

4.6 Proposal Modification

The City shall not accept any modifications, revisions, or alterations to Proposals after the deadline for Proposal submittal unless requested, in writing, by the City.

4.7 Proposal Errors

Proposers are liable for all errors or omissions contained in their Proposals. Proposers shall not be allowed to alter Proposal documents after the deadline for Proposal submittal.

4.8 Prohibition of Proposer Terms and Conditions

Proposers may not submit their own Contract terms and conditions in a response to this RFP. If a Proposal contains supplemental terms and conditions, the City, at its sole discretion, may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

4.9 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

4.10 Licensure

Before a Contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses as may be required for specific services. The City shall require any or all Proposers to submit evidence of proper licensure.

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4.11 Conflict of Interest and Proposal Restrictions

By submitting a Proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official or agent of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with this procurement.

4.12 RFP Modification and Cancellation

The City reserves the unilateral right to modify this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an addendum is issued, it shall be provided to all Proposers that signed in at the mandatory pre-proposal conference. Proposers shall respond to the final written RFP and any exhibits, attachments, and addenda.

4.13 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.

Any Proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable City rules and regulations. The City may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their Proposals. If a Proposer does so, the City may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in Proposals, provided such action is in the best interest of the City. Where the City waives minor variances in Proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the City. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

The City reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

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4.14 Disclosure of Proposal Contents

All Proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a response does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon contract award the successful Proposals and associated materials shall become public documents of the City and open for review by the public. By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents may become a public record open to public inspection subject to the open records act. The wishes of any Proposer making a Proposal, any part of a Proposal, or associated materials as proprietary and/or confidential shall be neither accepted nor honored.

4.15 Joint Ventures

The City will not enter into joint-venture agreements with multiple firms. In the event two or more firms wish to associate to provide these services, one incorporated firm with the financial resources and bonding capability required by the City Contract should become the prime contractor with the remaining firms being subcontractors and/or consultants to the City firm.

4.16 Governmental Compliance

Bidders must comply with all Federal, State and Local laws.

4.17 Form of Response

The City discourages lengthy and costly Proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the Proposal clearly addresses all of the City's information requirements.

Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly

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labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting the criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

The response to this RFP shall be limited to 40 (standard, single side 8.5" X 11") bound pages and shall include the following sections and be in Times New Roman 12-point font. Eleven inch by seventeen inch (11" x 17") foldouts containing charts, spreadsheets, schedules, and oversized exhibits are permissible.

4.18 Response Organization

Transmittal/Offer Letter - The Proposal must include a written transmittal letter and offer of the Proposal in the form of a standard business letter. The Transmittal/Offer letter signatory must be a corporate officer of the prime contractor empowered to bind the Proposer to the provisions of the RFP and any contract awarded pursuant to the RFP. The Transmittal/Offer letter shall confirm the following RFP requirements:

1. Full Services proposed under this RFP are to commence on January 1, 2009.
2. Partial Services proposed under this RFP are to commence on December 1, 2008.
3. The Proposal shall remain valid for at least one hundred and twenty (120) days subsequent to the date of Proposal submission, and thereafter in accordance with any resulting Contract between the Proposer and the City
4. Identify the complete name and federal tax identification number of the prime firm making the proposal.
5. Provide the name, mailing address, e-mail address and telephone number of the person the City should contact regarding the Proposal.
6. Provide written confirmation that the Proposer will comply with all of the provisions in this RFP and accept all terms and conditions set out in this RFP and the attachments thereto.

Table of Contents - Provide a table of contents referring to the specific sections within the response to this Request. All sections shall be listed in the same order as enumerated in this document and separated with tabs.

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Project Team Composition – Provide a project organization diagram (1 page) and narrative description of the proposed firm(s) and their members, articulating the specific project organization and lines of contact and communication. Include the Project Team Composition Form that is included in the next Section.

Proposed Staffing Plan– Provide a project staffing plan that will include a Project Team organizational chart (1 page) and a personnel roster (maximum of 8 pages) of the KEY personnel who will be assigned to perform duties or services under the City Agreement. The roster should identify the key personnel, their title and position on the project, their home office location, and a percent of time committed to this project. All office staff proposed for full-time positions must work in offices provided by the City of Dunwoody with other full-time staff. All office staff proposed as part-time may be housed at the offeror’s home office.

Résumés – Provide résumés that indicate the education, relevant experience/expertise and employment history of each key person identified for this project.

City Services Management Plan – Provide a services management plan which demonstrates an understanding of the services required and that the Proposer has developed an organizational structure and methodology that is capable of early validation for the services. The services management plan will outline the scope of work of each team member, and the plans and strategies related to how the Proposer intends to execute, communicate and control the services. The services management plan will include the following basic components:

1. Narrative description of how you will perform the activities and tasks associated with the administration, management, and the timely production of the services required.
2. Description of services management monitoring and reporting system processes and procedures.
3. Narrative description to demonstrate recent history in conducting the services proposed under the scope of work.

Evaluation Questionnaire – Complete and submit the attached evaluation questionnaire. All responses will be reviewed, evaluated and ranked. Be sure to include full information for all items.

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Fee Schedule - Submit proposed fees for services using the fee schedule format included in section 5.3 of this RFP. **Fee schedules are to be submitted only by those firms selected for interviews, in a sealed envelope during the interview. Do not include proposed fees in the submission of proposals.**

4.19 Proposal Submittal

No later than the deadline noted in section 2 RFP "Schedule of Events," ten (10) original copies of the form of response to this request are required to be delivered to the City, in care of Brian Anderson, City Attorney for the City of Dunwoody, 400 Northridge Road, Suite 1200, Atlanta, Georgia 30350, (770) 992-3210. It is the sole responsibility of the responder to assure delivery to the appropriate party, at or before the time identified. The City cannot accept responsibility for incorrect delivery regardless of reason.

4.20 Interviews

The City reserves the right to conduct interviews of any or all proposers as it deems necessary. Interviews shall be conducted for those offerors determined to be best qualified for award. Dates for interviews have been established as beginning on November 20, 2008. The exact time and location of interviews will be coordinated by the City with individual offerors.

Interviews will last 1 hour. Proposers will have one half hour (30 minutes) for presentation. The remaining 30 minutes shall be for questions and answers. PowerPoint, video, or other electronic presentation media will not be allowed.

Proposers' participants in the interview shall be limited to key personnel identified on the proposed project team roster who will actually be productively involved in the delivery of services under this RFP.

Proposers shall leave behind ten (10), 8½" x 11" size copies of their presentation.

4.21 City's Request for Additional Information

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

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4.22 Right of Negotiation

The City reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

4.23 Selection Committee

The selection committee will include participation by the Mayor, City Council Representative(s), City Manager, and City Consultants.

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SECTION 5 - FORMS

5.1 Project Team Composition

List all major firms. Please fill in all blank fields.

	<u>Firm Name</u>	<u>Description of Services to be Provided</u>
1		
2		
3		
4		
5		

5.2 Evaluation Questionnaire

All responses to the items listed on this questionnaire will be reviewed, evaluated and ranked. Be sure to provide full information to all items.

1. List the number of years your firm has been in business under the current name:
2. In the previous five (5) years, has this firm ever been terminated from a contract for non-performance of work OR has any officer or principal of your firm been terminated for non-performance of work? Explain.
3. In the previous five (5) years, has your firm or have any principals of your firm had a court judgment made against them for litigation claims related to a contract? Explain.

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4. Has your firm ever been involved or is your firm currently involved in bankruptcy proceedings or currently under bankruptcy protection under your firm's current name or any previous firm names? Explain.

5. Has any principal or officer of this firm been a principal or officer of any firm when it was involved in bankruptcy proceedings? Explain.

6. Give three references for whom your company has provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
 - The name of the organization to which the services were provided;
 - Project location;
 - Dates services were performed;
 - Brief description of project;
 - A current contact name, together with organizational title, and
 - The contact's current address and telephone number.

7. Give three references each for whom your subcontractors have provided professional services of a nature and quality similar to those described herein. Of special interest are any services performed for a municipality, county, or government entity. This reference information should include a short paragraph describing the service(s) provided, together with the following:
 - The name of the organization to which the services were provided;
 - Project location;
 - Dates services were performed;
 - Brief description of project;
 - A current contact name, together with organizational title, and
 - The contact's current address and telephone number.

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8. Regarding all other firms included on your team as subcontractors to your firm, have each of these subcontractors worked together with your firm on previous contracts? If so, how many times? Please list up to five of the most recent contracts and the services provided by each firm. Include a brief description of the Owner or contracting entity, scope of work, the contract values, and the completion date of the work.

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5.3 Proposed Fee Schedule

SERVICE	FEE BASIS	MONTHLY		
		LUMP SUM	OR	NOT-TO-EXCEED FEE
Public Works Director				
Inventory of Assets & GIS Interface				
Comprehensive Transportation Plan				
Street Maintenance, Paving & Potholes				
Sidewalks, Curb & Gutter				
Traffic Signals, Street Signs & Street Lights				
Parks & Recreation				
Vehicles & Misc. Design Services				
Storm Water Utility				
Planned Preventative Maintenance (Provide list of unit costs)				
Add Alternate #1: Womack Rd. Improvements				
Deductive Alternate #1: Public Works Director				
Deductive Alternate #2: Parks & Recreation				
TOTALS				

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SECTION 6 - EVALUATION CRITERIA

All proposals will be evaluated from the written responses and interviews as set forth in this RFP document. The evaluations will be based on the following criteria.

6.1 Project Organization and Staffing 25%

- a) Project Team Composition
- b) Staffing Plan – Both positioned at City Hall and at home office or in the field if applicable.
- b) Location of Home Office(s) of Key Personnel
- c) Experience and Success of This Team with Similar Scope of Work

6.2 Proposed City Services Management Plan 25%

- a) Understanding of Services Required
- b) Organizational Structure
- c) Management Methodology
- d) Recent History of Providing Similar Services

6.3 Evaluation of Questionnaire 25%

- a) Number of Years in Business
- b) Completed Contracts
- c) Court Judgment or Litigation
- d) Stability
- e) References
- f) Teaming Experience

6.4 Fee Schedule 25%

- a) Fees Proposed

RFP EXHIBIT A
PROPOSED CONTRACT
BY AND BETWEEN
CITY OF DUNWOODY, GEORGIA
AND

FOR PROVISION OF
MUNICIPAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the CITY OF DUNWOODY, a Georgia municipal Contractor, (the "CITY"), and _____, a _____ corporation ("Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as a "Party".

WHEREAS, the City of Dunwoody has requested proposals for provision of certain services for the new City to be incorporated on December 1, 2008; and

WHEREAS, the City and the Contractor desire to establish a business relationship in which the Contractor will provide certain services to the City pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms and conditions sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Parties as follows:

Section 1. Scope of Service. The Contractor agrees to provide to the City professional services set forth in Exhibit A hereof (hereinafter "Services").

1.1 In providing Services to the City, the Contractor shall (1) use best efforts and professional skills to provide maximum service to the City to the extent and in the manner hereinafter described; (2) act in a manner consistent with the applicable standards of regulatory, licensing, or other organizations or bodies or which the Contractor is a member or which is customary for the area of the service rendered.

1.2 The Contractor shall be responsible at the Contractor's expense for obtaining and maintaining in a valid status, all licenses, certificates, and permits necessary to perform the services herein. Contractor represents to the city that the Contractor is, and any subcontractors of the Contractor are, properly licensed and/or registered with the State of Georgia for the performance of the Services (if licensure and/or registration is required by applicable law).

1.3 Contractor shall maintain all records in accordance with all applicable laws and guidelines for municipalities, including GAAP, GASB and GFOA standards, and shall produce and deliver to the City Manager any and all information and reports as requested by the City Manager. All records and related materials belong to the City, as do all files, notes, returns, spreadsheets, and any and all other documents or files concerning customers of the City or customers who have been serviced by the City.

1.4 Except as otherwise specifically set forth, such services shall encompass those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal departments for those services in accordance with the Charter of the City, and the Statutes of the State of Georgia.

1.5 All communications to the Mayor, City Council and press shall be through the City Manager. All mass communications to residents shall be reviewed and approved by the City Manager prior to printing and dissemination.

1.6 All City owned equipment shall be used only for City purposes in performance of this Agreement, and shall not be used for any non-city or personal purposes.

1.7 Contractor shall comply with all OSHA and other applicable standards for work place safety. Contractor shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) forms on site in the City.

1.8 Contractor Compliance with Laws. The Contractor shall comply with all applicable federal, state, local laws, ordinances, regulations, and resolutions. Without limiting the foregoing, Contractor shall comply with all wage and hour laws and OSHA and other applicable federal and state statutes, regulations and standards for workplace safety.

1.9 The Contractor shall perform the Services herein in accordance with this Agreement and shall promptly notify the city concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. In interpreting the Services and level of Services required hereunder, the Parties shall apply the principle that the City desires to provide the services within the City at a service level at least comparable to similar sized cities in the Atlanta area.

Section 2. Contractor Employees

2.1 All personnel employed by Contractor in the performance of such services, functions and responsibilities as described and contemplated herein for the City shall be and remain Contractor employees (the "Contractor Employees").

2.1 Contractor shall be solely responsible for all compensation benefits, insurance and rights of the Contractor employees during the course of employment with Contractor. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 *et seq.*, or any other amenities of employment to any of the Contractor Employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

2.2 The Contractor Employees, when appropriate, shall wear attire with the logo of the City when they are performing Services for the City, except as otherwise directed by the City Manager.

Section 3. Compensation

3.1 The City shall pay the Contractor for the Contractor Services as provided in Exhibit A hereof.

Section 4. Term and Termination

4.1 This Agreement shall commence on the ____ day of _____, 20__, and continue for a period of ____ (__) months terminating on the ____ day of _____, 20__.

4.2 This Agreement may be terminated by either party upon material breach of any term, covenant or condition of this Agreement, and the failure to cure any such breach within ten (10) days following written notice thereof.

4.3 The City may terminate this Agreement with or without cause upon sixty (60) days' written notice to the other party.

4.4 Contractor may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to City; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after receipt thereof by City.

4.5 The following events shall each be deemed to cause immediate termination thereof, and upon occurrence thereof, this Agreement shall automatically terminate without notice: (a) there are instituted proceedings by or against the Contractor in bankruptcy, the Contractor makes an assignment of its assets for the benefit of creditors, or the Contractor shall admit insolvency; or (b) the Contractor is indicted for or convicted of any felony or converts or embezzles any property or funds of others.

4.6 Effects of Termination or Failure to Renew. Upon termination or non-renewal of this Agreement, the Contractor shall: (a) immediately cease all use of, and return to the City within ten (10) days, any and all property of the City in the Contractor's possession at the date of termination furnished by the City and (b) immediately cease all activities promoting the City's business unless otherwise agreed between the parties. Upon termination or non-renewal of this Agreement, the Contractor and the City shall continue to use their best efforts to conclude transactions that have not been completed prior to termination or non-renewal.

4.7 The parties further agree that in the event of termination or non-renewal, neither party shall be liable to the other for compensation or damages for expenditures, investments, leases, or other commitments made in connection with the business of such party or in reliance on the existence of this Agreement.

4.8 In the event of termination by either party, the other party shall render such reasonable aid, coordination and cooperation as might be required for an expeditious and efficient termination of service.

Section 5. Option to renew

5.1 This Agreement shall be automatically renewed for a period of two (2) one (1) year terms at the expiration of the initial term, unless the City furnishes Contractor affirmative written notice of its intent not to renew this Agreement not less than sixty (60) calendar days prior to the expiration of this Agreement.

Section 6. Default

6.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing, an event of default shall include the following:

- a. Contractor has not materially performed services per this Agreement on a timely basis;
- b. Either Party made a representation or warranty hereunder or herein that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Agreement or the ability of either Party to carry out its obligations hereunder.
- c. Contractor has been adjudged as bankrupt or Contractor makes a general assignment for the benefit of their creditors, appoints a receiver on account of their insolvency, or files a petition to take advantage of any debtor's act.

6.2 In the event of a Default, this Agreement may be terminated by the performing party only after the performing party first provides written notice to the non-performing party of the Default, which notice shall specify the Default, provide both a demand to cure the Default and a reasonable time to cure the Default, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the Default. For purpose of this Section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) calendar days. A failure to cure a Default within the specified time shall result in termination of the Agreement on the date set forth in the Notice.

6.3 Any Party in Default shall be liable for all damages resulting from the Default.

6.4 The Party's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Party in law or in equity.

7. Representations and Warranties of the Contractor

7/1 The Contractor hereby warrants and represents and agrees with the City as follows:

(a) No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the Contractor to perform Contractor Services under this Agreement.

(b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the Contractor is a party or to which the Contractor is bound.

(c) Contractor by execution hereof does hereby represent to City that Contractor has full power and authority to make and execute this Service Agreement, to the effect that the making and execution hereof shall create a legal obligation upon Contractor, which shall be legally binding upon Contractor.

(d) Nothing contained or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Georgia.

8. Liability for Damages. The Contractor shall be fully responsible for any and all claims or damages whatsoever arising from any act or omission on his part made in connection with providing the Contractor Services.

Section 9. Indemnification.

9.1 Contractor shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for reason of any action, suit, proceeding, demand, or judgment incident to any of the matters arising out of any errors, omissions, misconduct or negligent acts, errors, or omissions of Contractor, its officials, agents, employees or subcontractors in the performance of the services of Contractor under this Agreement, whether direct or indirect, and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

9.2 Should the City seek indemnification pursuant to the above, it shall give prompt notice to the Contractor of the assertion of any claim, or the commencement of any action, suit, or proceeding, in respect of which indemnity may be sought hereunder and will give the Contractor such information with respect thereto as the Contractor may reasonably request, but no failure to give such notice shall relieve the Contractor of any liability hereunder. The Contractor may, at its expense, participate in the defense of any such action, suit or proceeding involving a third party; provided, however, that such defense is conducted with counsel mutually satisfactory to the City and the Contractor. The City and the Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by the Contractor, the Contractor shall submit any proposed settlement under this Section for the City's approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that the Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and the Contractor), separate from counsel employed by the Contractor

in any such action. The Contractor shall be liable for the fees and expenses of counsel employed by the City if the Contractor has not assumed the defense thereof. Whether or not the Contractor chooses to defend or prosecute any claim involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

9.3 In determining the amount of any loss, liability, or expense for which any City is entitled to indemnification under this Agreement, the gross amount thereof will be reduced by any insurance proceeds actually paid to any City under any insurance policies held by such City; provided, however, that if such party has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, such party shall reimburse the Contractor for amounts paid to such party to the extent of the insurance proceeds so received.

9.4 If both the Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this Section, the parties agree that the insurance coverage of the Contractor will be called upon before the insurance coverage of the City is called upon.

9.5 Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth in Section

9.6 Nothing in this Section shall:

- (a) Limit or prevent the City or the Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or the Contractor are responsible; or
- (b) Limit or prevent either Party from joining the other party or any affiliate of a Party in any claim, suit, action or proceeding involving a Third Party Claim through interpleading, third-party claim, cross-claim or otherwise limit or prevent a Party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

Section 10. Insurance

10.1 Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this Section. Certificates of insurance reflecting evidence of the required insurance will be provided to the City Manager for his approval, however, said approval by the City Manager shall not be unreasonably withheld.

- (a) All insurance carriers, except Worker Compensation carrier, must have an A.M. Best Rating of A- VIII or higher. Surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best rating of A- VIII or better

10.2 Contractor shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts reasonably approved by the City Manager, with such coverages specifying reasonable amounts of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et. seq.* Contractor shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of expiration of this Agreement. Upon request of City, Contractor shall make available for inspection copies of any claims filed or made against

any policy during the policy term. Contractor shall additionally notify City, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$10,000 during the policy term.

- (a) All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City

10.3 Policies shall be issued by companies authorized to do business under the laws of the State of Georgia, with financial ratings acceptable to the City Manager. The City shall be named as an additional insured on casualty policies. Contractor agrees to furnish City with at least forty-five (45) days prior written notice of any cancellation or reduction of coverage of any insurance policy required under this Agreement.

10.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, Contractor shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension hereunder is in effect. Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

10.5 The costs of all policies of insurance required hereunder shall be the obligation of Contractor and the City shall in no way be responsible therefore.

10.6 Contractor shall provide the following insurances throughout the term of the Agreement, and shall provide to City Certificates of Insurance demonstrating compliance with this provision:

- (a) Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Georgia. Such workers compensation coverage shall be as provided by O.C.G.A. § 34-9-1 *et seq.*
- (b) Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, including onsite and offsite operations.
- (c) Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered acts of the Contractor undertaken to provide services for the City as required in this Agreement or omission of Contractor or any of its employees, or subcontractors.
- (d) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- (e) Excess Liability Insurance with limits of One Million Dollars (\$1,000,000).

10.7 Contractor shall supply a Performance Bond on an annual basis to City in the amount of \$500,000 or 10% of the Compensation Amount (whichever is greater) to be supplied to City within thirty (30) days of execution of this Agreement.

10.8 Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintain by Contractor at Contractor's expense.

10.9 The Contractor shall agree to waive all rights of subrogation against the City, the City Council members, its officers, officials, employees and volunteers from losses arising from work performed by the contractor for the City.

10.10 Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies and contents is required if needed to perform the services called for under this Agreement. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies and contents. The City shall not be responsible for any deductibles or coinsurance that may be applicable

10.11 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and Subcontractor of their liability provisions under this Agreement.

10.12 The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Section 11. Conflicts

11.1 Neither Contractor nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

11.2 Neither Contractor nor any of its officers or employees shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.

Section 12. Non-discrimination

12.1 Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Section 13. Independent Contractor

13.1 The parties agree that the Contractor is an independent contractor, and, as such, the Contractor is neither a partner, agent, employee, nor principal of the City, nor is the Contractor a joint venturer with the City.

Section 14. Attorney's Fees

14.1 If the either City is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the Contractor shall pay the actual attorney's fees and costs incurred due to such of both the City and the Contractor.

Section 15. Data

15.1 Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of City and City shall have the full right to use such data for any official purpose permitted under Georgia Statutes, including making it available to the general public. Such use shall be without any additional payment to or

approval by Contractor. City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

15.2 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the City. Contractor shall not include in the data any copyrighted matter unless Contractor obtains the written approval of the City Manager and provides said City Manager with written permission of the copyright owner for Contractor to use such copyrighted matter in the manner provided herein.

15.3 The records of the Contractor related to the provision of Services such as public records as defined in the Georgia statutes (“GORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City’s records retention and disposal policies. Those records which constitute “public records” under GORA are to be at the City offices or accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies and shall be administered through the City Manager or his designee. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Agreement. All public records request shall go through the City Attorney for determination if records should be disclosed, before submitting the request to the Contractor. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

Section 16. Compliance

16.1 Contractor shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

16.2 Contractor acknowledges that the City is advised by its City Attorney and that, on all legal matters, Contractor shall abide by the advice and direction of the City Attorney in the performance of its duties as they relate to matters of the City.

16.3 Contractor acknowledges that the City is also advised by various other professionals (including, but not limited to, engineers, traffic engineers, planners, building officials, police officers and firefighters), and that, on all matters within their respective expertise, Contractor shall abide by their advice and direction in the performance of its duties as they relate to matters of the City.

Section 17. Audits and Inspections

17.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. Contractor shall make all necessary books and records available for audit in DeKalb County, Georgia.

17.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

Section 18. Governing Law and Venue

18.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. Any legal actions instituted by a party hereto shall be brought in the state court(s) located in DeKalb County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

Section 19. Headings

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

Section 20. Severability

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 21. Cooperation.

21.1 Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

Section 22. Entire Agreement

22.1 This Agreement and its attachments constitute the entire agreement between Contractor and City, and all negotiations and oral understandings between the parties are merged herein.

22.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

Section 23. Waiver

23.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

Section 24. Notices

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or hand delivered. Unless otherwise changed after providing proper Notice, the parties designate the following as the respective places for giving of notice:

For Contractor:

For City:

Section 25. Assignability

Contractor shall not assign any of the obligations or benefits imposed hereby or contained herein, without the written consent of the City, which consent must be evidenced by a duly passed Resolution. This contract for services is partially and/or fully assignable by the City on sixty (60) days notice to Contractor. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility.

AGREEMENT BY AND BETWEEN CONTRACTOR AND THE CITY OF DUNWOODY FOR CONTRACT SERVICES AS SET FORTH HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR

By: DATE

ATTEST

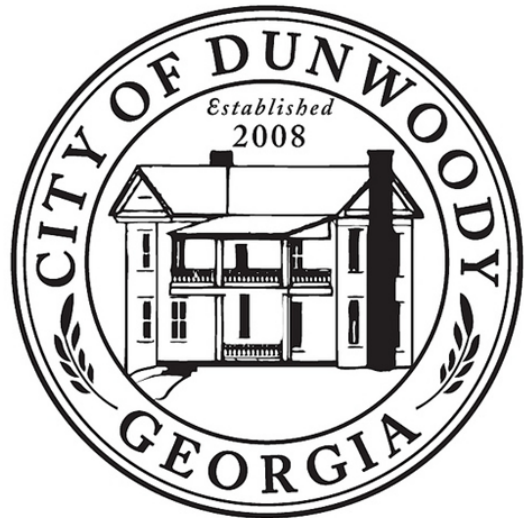
DATE

CITY OF DUNWOODY

By: DATE

Approved as to form and legal sufficiency subject to execution by the parties

By: DATE
City Attorney



Preliminary Organizational Chart
October 30, 2008

Mayor and Council

Convention & Visitors Bureau

City Clerk

City Manager

Municipal Court Court Clerk

City Attorney

Communications

Public Safety

- Police Chief & staff
- Emergency Management & Planning

DeKalb County Functions

- 911 Services
- Fire & Rescue
- Animal Control
- Water\Sewer System
- Jail Services
- Air Quality (State EPD)
- Property Tax Assessment
- Elections
- Emergency Response
- Health
- School System
- Homestead Exemption
- Libraries
- Hospital Services

To Be Decided

- Museums
- Public Transportation
- Sanitation Services
- Property Tax Collection
- City Related Elections

City Finance & Administration Director

Finance/ Accounting

- Accounting and Reporting
- Revenue Administration
- Accounts Payable/Receivable
- Obtain Grants
- Budgeting
- Risk Management
- Purchasing
- Banking Relationship/RFP

Information Technology

- Website
- Network & Individual Equipment

Contract Administration & Physical Plant

- Contract Administration
- Maintenance of City Offices
- Maintenance of Police Offices
- Maintenance of Physical Plant

Administrative & Facility Services

- Policy Implementation
- Office Functions
- Human Resource Functions
- Customer Service
- Support of City Clerk, Court, Elections
- HIPPA
- Document Retrieval (from DeKalb County)
- Policy Implementation, Communication, and Records Management
- Records Management

Yearly Audit

- RFP (Fall 2009)

Community Development Director

Building & Permitting

- Plan Review
- Building Inspections
- Building Permits
- Soil Erosion and Sedimentation Inspections

Code Enforcement

- Building Codes
- Overlay District Codes
- Signage Codes
- Taxi Cab
- Condemnation
- Special Events Permits

Planning & Zoning

- Urban Redevelopment
- Public Housing
- GIS System
- Impact Fees
- Signage Codes
- Support of Comprehensive Land Use Plan

Land Use Plan Consultant

- Comprehensive Land Use Plan (RFP Spring 2009)

Public Works Director

Transportation / Streets / Traffic

- Inventory of City Assets
- Lighting / Street Light Repairs
- Street Design and Resurfacing
- GIS Interface
- Comprehensive Transportation Plan
- Motor Vehicles and Equipment
- Sidewalk and Street Repairs

Capital Planning

Parks & Rec Maintenance

- Partial Park Maintenance
- Cemetery Maintenance
- Recreation Area Maintenance
- Expansion of Operations as Needed
- Transfer of Property with DeKalb

General Services

- Maintenance of:
- Cultural Facilities
 - Hazard Removal
 - Pot Hole Repair
 - Emergency Repairs (traffic signals)
 - Emergency Preparedness

Legend

- City Employee
- Vendor Services

