



## CITY OF DUNWOODY

41 Perimeter Center East, Suite 250  
Dunwoody, GA 30346  
Phone: 678.382.6700 • Fax: 678.382.6701  
www.dunwoodyga.gov

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# MEMORANDUM

**To:** Honorable Mayor and City Council  
**From:** Chuck Davis, Deputy Director of Public Works  
**Date:** January 12, 2010  
**Subject:** Stormwater System Inventory

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Under the requirements of the City of Dunwoody's Notice of Intent (GaNOI) for a small Municipal Separate Storm Sewer System (MS4) Permit, the City is required to perform and maintain an inventory of the stormwater conveyance system. This inventory will provide location as well as a condition assessment of all storm structures (catch basins, junction boxes, headwalls), and all pipes within the City. The permit requires that a minimum of twenty percent (20%) of the system is assessed each year, with the intent that each municipality reviews their entire storm system once every five years. In order to comply, with this requirement the City issued a Request for Proposal (RFP) to begin this inventory. The RFP requested proposals for two tasks: 1. Creation of a steam map that would be incorporated into the City's geographical information system. 2. Inventory of all stormwater structures and conveyances in 2 of the City's 9 basins.

The City received proposals from nineteen firms, and a selection committee reviewed and evaluated each one separately. The members of the committee were taken from Public Works staff, Clark, Patterson & Lee and Lowe Engineers. Based on the committees review the top two firms were TerraMark Land Surveying, Inc. and Integrated Science and Engineering each scoring 85.3 and 85.2 respectively out of 100. When the committee compared the two firms TerraMark was determined to be the more qualified firm. First, because they did score higher than anyone else in the evaluation and second because the committee is aware of some staffing changes at Integrated Science and Engineering that could directly impact their ability to perform and meet the expectations of the contract.

TerraMark's negotiated costs are a \$11,300 lump sum for task 1 and \$22.50 per structure for task 2 as shown in the attached fee proposal. The average price for task 1 was \$11,949 and the average for task 2 was \$28.01. In order to calculate a total cost for this contract staff has estimated that there are likely 6,000 – 8,000 stormwater structures in the City. This contract is for 40% of the City area so that approximately 2,400 – 3,200 structures will be located under this contract. Based on the estimated number of structures the value of this contract is between \$65,300 and \$83,300. The stormwater 2009 & 2010 budget for the stormwater inventory is currently \$99,000.



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Staff recommends that we award the contract to TerraMark based on the committee's recommendation and the negotiated fee that has been agreed upon with a contract not to exceed \$99,000.

**PROPOSAL FORM  
CITY OF DUNWOODY, GA**

**RFP 09-05 Inventory and Assessment of the City's Existing Stormwater Conveyance System**

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer 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 Proposer, 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 Proposer 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 Proposer 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 09-05 Inventory and Assessment of the City's Existing Stormwater Conveyance System, 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 Proposer 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 Proposer 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 Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer 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 Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

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
No. 1	07-DEC-2009	_____	_____	_____	_____
No. 2	14-DEC-2009	_____	_____	_____	_____

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

The services to be performed under this Agreement shall commence on or about January 12, 2010.



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

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 below.

TASK 1  
LUMP SUM TOTAL: (\$ 11,300.00 ) Eleven thousand, three hundred dollars

TASK 2  
PER STRUCTURE: (\$ 22.50 ) Twenty-two dollars and fifty cents

Legal Business Name TerraMark Land Surveying, Inc.

Federal Tax ID 01-0760217

Address 1396 Bells Ferry Road  
Marietta, Georgia 30066-6084

Does your company currently have a location within the City of Dunwoody? Yes\_ No

Representative Signature

Printed Name William C. Wohlford, Jr.

Telephone Number 770-421-1927

Fax Number 770-421-0552

Email Address bwohlford@terramark.com

