

CONTRACT
BY AND BETWEEN
CITY OF DUNWOODY, GEORGIA
AND
LOWE ENGINEERS
FOR PROVISION OF
PUBLIC WORKS
MUNICIPAL SERVICES

THIS AGREEMENT is made and entered into this 17th day of December, 2008, by and between the CITY OF DUNWOODY, a Georgia municipal Corporation, (the "CITY"), and Lowe Engineers, a Georgia corporation (referred to as "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 which was 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) exercise the professional standard of skill and expertise prevailing in the State of Georgia in providing services to the City as set forth in this agreement; (2) act in a manner consistent with the applicable standards of regulatory, licensing, or other organizations or bodies of 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.

1.10 The Contractor acknowledges that all scope of work items identified in the City's Public Works RFP # 2008.003 dated October 31, 2008, RFP Addendum #2008.003.01 dated November 10, 2008 as well as the RFP Q&A document dated November 14, 2008 are addressed and contained in their Proposal and their Fee Schedule which is attached as Exhibit C.

1.11 The Contractor shall be responsible for providing all necessary cellular telephones, BlackBerry type devices, Air Cards, and other electronic mobile communication equipment as well as associated service costs for their employees that are employed to provide City Services to the City.

Section 2. Contractor Employees

2.1 Contractor shall furnish an Organizational Chart of proposed contractor employees for the Contractor Services as provided in Exhibit B, Organizational Chart section of the contract.

2.2 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").

2.3 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.

2.4 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 C, Schedule of Values section of the contract as well as Exhibit D, the Letter of Understanding.

3.2 Reimbursable expenses for travel and lodging shall be paid to Contractor employees for any travel authorized by the City Manager that is in excess of twenty five (25) miles from the City Hall offices. All travel that is conducted for the General welfare of the Contractor employees or that which is beneficial to non-City related functions shall be paid for by the Contractor unless authorized by the City Manager. All approved mileage reimbursements shall be provided at the current cost per mile posted by the US Internal Revenue Service at the time of travel.

Section 4. Term and Termination

4.1 This Agreement shall commence on the 26th day of November, 2008, and continue for a period of thirteen (13) months terminating on the 31st day of December, 2009.

4.2 This Agreement may be terminated by either party upon material breach of any term, covenant or condition of this Agreement, upon 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 ninety (90) 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 ninety (90) 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.
- d. City had not paid the Contractor for services performed, which are not under dispute, within 60 days of receipt of an invoice.

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, losses and expenses, costs of every nature, including attorneys' fees, arising out of or resulting from the acts, omissions, or negligence of the Contractor, its employees, or its agents.

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 herein.

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 immediately, of any claims filed or made against any policy concerning or relating to this Agreement or the performance of any obligation under this Agreement.

- (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 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 maintained by Contractor at Contractor's expense.

10.8 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.

10.9 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.

10.10 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.

10.11 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 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.

16.4 Contractor shall obtain and keep an active business license and pay the associated tax to the jurisdiction(s) under which the Contractor operates for the benefit of the City of Dunwoody. This shall include all licensing requirements of Sandy Springs, Georgia during the operation of the temporary City Hall facilities which are located in Sandy Springs. Contractor shall obtain and post a Business Occupational Tax Certificate from Sandy Springs, Georgia as soon as practically possible after execution of the contract outlined herein.

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 the City of Dunwoody, 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 concerning or relating to this agreement or the performance of its obligations under this Agreement instituted by a party hereto shall be brought in a court of competent jurisdiction 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: **Low Engineers** - 2000 RiverEdge Parkway, Suite 400
Atlanta, GA 30328

For City: **City of Dunwoody** - P.O. Box 888074 - Dunwoody, GA 30356
Temporary Offices: 400 Northridge Road; Suite 1250, Atlanta, GA 30350

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 ninety (90) 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: Ken Wright DATE
Mayor

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

By: DATE
City Attorney

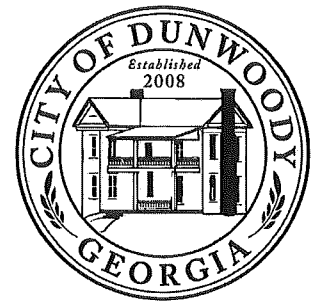
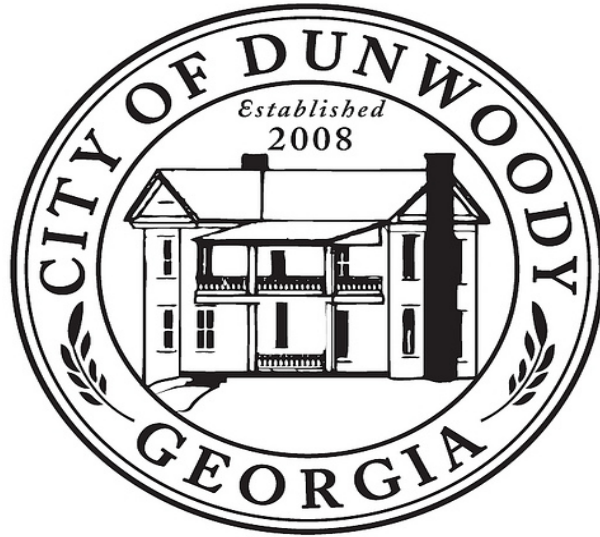


Exhibit A

Scope of Services



Public Works
Dunwoody, Georgia

**Scope of Work
To Provide City Services**

CONTRACT Number 2008.003

December 15, 2008

City of Dunwoody
Scope of Services: Public Works
Dunwoody, Georgia

SECTION 3 - SCOPE OF SERVICES

1.1 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, 2009, some limited services required by this CONTRACT will commence on December 1, 2008. Beginning on January 1, 2009 all services required by this CONTRACT 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.

On December 1st, 2008 the successful Contractor shall have in place in the City of Dunwoody interim City Hall:

- A full time Public Works Director that will be taking direction from the City Manager.
- A list of available personnel or subcontractors that can directed (within an hour's notice) any of the tasks outlined in the Public Works CONTRACT under the direction of the Public Works Director or City Manager.
- An Administrative and Clerical employee under the direction of the Public Works Director

On January 1st, 2009 successful Contractor shall start adding personnel to support the Public Works obligations listed under this CONTRACT and to support the City Manager.

The Contractor shall read and acknowledge the Mission, Vision, and Values Statements for the City of Dunwoody and provide services which are in accordance with same. The Contractor shall understand and agree to comply with the Mission, Vision, and Values Statements. The statements are as follows:

Mission Statement

The mission of the City of Dunwoody is to provide the highest quality of life for those who live, work or play in our community and to foster an environment where business can prosper. We will serve all stakeholders in a transparent manner with resourceful, efficient, progressive and professional leadership.

City of Dunwoody
Scope of Services: Public Works
Dunwoody, Georgia

Vision

Dunwoody will provide quality service to our citizens and support the largest economic engine in the Southeast by carefully and thoughtfully planning. We will be inventive, transparent and embrace responsible progress which is tempered by our rich history and our desire to maintain a small community atmosphere. Dunwoody is a community where activities are centered around the family, our schools, our churches and synagogues, and our beautiful parks.

Values

Goals

To make Dunwoody a better community, built on mutual respect and trust and to promote and maintain the highest standards of personal and professional conduct for all involved in City government - elected officials, City staff, volunteers, and members of the City's boards, commissions and committees. Contractor shall also abide by the City Ethics Policy as maintained in the City Ordinances.

1.2 SCOPE OF WORK

Public Works

REQUIRED SERVICES

General

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

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

All services and duties must be operational as of the date indicated in Section 1.1 of this CONTRACT.

City of Dunwoody
Scope of Services: Public Works
Dunwoody, Georgia

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 Contractor 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 Contractor 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 1.3
2. Planned Preventative Maintenance (Contractor to provide Unit Costs): Section 1.4
3. Capital Improvements (Money set aside in the City Budget to be used to Improve City Infrastructure): Section 1.5

1.3 PUBLIC WORKS BASE BID

1.3.1 Public Works Director

1.3.1.1 The successful Contractor 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.

1.3.1.2 The Contractor CONTRACT 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. The Job Description for the Public Works Director is as follows:

TITLE: Public Works Director

JOB SUMMARY:

City of Dunwoody
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Performs highly responsible professional, administrative and technical work involved in planning and directing public works activities in the areas of construction, maintenance and cleaning of street, sidewalks and drainage; the maintenance and repair of cemetery and park buildings and grounds; and vehicle maintenance. Also performs supervisory and professional engineering work. Work involves the responsibility for long range and current planning, survey, design and inspection of all streets, parks and cemetery projects, and of all contract engineering projects. The employee delegates day-to-day activities to supervisory staff, but performs unusual tasks which require a high degree of skill and technical knowledge personally. The employee exercises independent judgment and discretion on all technical matters within the department subject to guidelines set by the City Manager. Employee reports to the City Manager for review of work and evaluation of performance.

SUPERVISION EXERCISED:

Exercises supervision over clerical, administrative, maintenance and professional staff as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Supervises subordinate public work supervisors and department support staff, either directly or through subordinates.
- Determines work procedures, prepares work schedules, and expedites workflow.
- Issues written and oral instruction.
- Assign duties and examines work for exactness, neatness, and conformance to policies and procedures.
- Studies and standardizes department policies and procedures to improve efficiency and effectiveness of operating.
- Maintains harmony among workers and resolves grievances.
- Prepares composite reports from individual reports of subordinates.
- Adjusts errors and complaints.
- Prepares and documents budget requests; administers adopted budget in assigned area of responsibility.

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- Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructures of the public works department.
- Evaluates public works needs and formulates short and long term plans to meet needs in all areas of responsibility, including streets, drainage, collection and disposal of trash, sanitation services, water and sewer maintenance, maintenance and repair of cemetery and park buildings and grounds, and vehicle maintenance.
- Oversees the development or update of the City Transportation Improvement Program, the Capital Improvement Program or other programs involving public works.
- Determines applicable codes, regulations, and requirements for assigned projects.
- Oversees the preparation of engineering plans and specifications, bidding, competency of contractors and vendors, and the selection criteria for public contracts.
- Oversees project management for the construction of assigned public works projects Oversees assigned projects to ensure contractor compliance with time and budget parameters for the project.
- Coordinates the preparation of reviews and updates street maps, storm drainage maps, data base, and comprehensive plans.
- Oversee the maintenance of infrastructure and other records.
- Responds to public or other inquiries relative to department policies and procedures. Evaluates issues and options regarding municipal public works and makes recommendations.
- Maintains regular contact with consulting engineers, construction project engineers, City, County, State and Federal agencies, professional and technical groups and the general public regarding division activities and services.
- Monitors inter-governmental actions affecting public works.

1.3.2 Inventory of City Assets

1.3.2.1 The successful Contractor shall provide an inventory of all transportation related assets which shall include but not be limited to: Traffic Signals, Street Signs,

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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.

1.3.2.2 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 are for information only and cannot be relied upon to be accurate or all encompassing. It is the Contractor'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.

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

1.3.3 Geographic Information System (GIS)

1.3.3.1 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 Contractor 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.

1.3.3.2 The Contractor 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.

1.3.3.3 The Contractor 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.

1.3.4 Comprehensive Transportation Plan

1.3.4.1 The Contractor 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:

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- 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.
- Contractor 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.

1.3.4.2 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 1.5.

1.3.5 Street Maintenance and Striping

1.3.5.1 The Contractor shall perform maintenance and repair of all City Streets including but not limited to Paving and Striping as directed by the City Manager. The City of Dunwoody has approximately 167.6 miles of road infrastructure as measured by the center line. The total amount of City roadway to be resurfaced shall be determined by the Comprehensive Transportation Plan.

1.3.5.2 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. When the Contractor is requested to provide these services, it may be

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accomplished through subcontractors, provided however, when subcontracts are anticipated, the Contractor should include as part of its services the same information regarding said subcontractor as required of Contractor in Section 2.0 of the original CONTRACT. Contractor should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this CONTRACT.

1.3.6 Sidewalks, Gutters and Related Street Areas

1.3.6.1 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 installation of any new sidewalks and curbing under this contract 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.

1.3.6.2 The Contractor 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 as directed by the City Manager. The Contractor may provide this service by the use of subcontractors, provided however, when subcontracts are anticipated, the Contractor should include as part of its CONTRACT the same information regarding said subcontractor as required of Contractor in Section 2.0 hereof. Contractor should further provide an estimate of annual costs for the services of said subcontractor as a separate section of the quotation submitted on this CONTRACT.

1.3.6.3 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.

1.3.7 Traffic Signals, Street Signs and Street Lights

1.3.7.1 The Contractor 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 Contractor shall be responsible for providing emergency response to signal outages or malfunctions. Contractor shall replace all

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damaged or stolen street signs under this agreement up to an amount which shall be agreed upon with the City Manager during the contract negotiation process.

1.3.8 Parks and Recreation

1.3.8.1 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. There is a possibility that the City of Dunwoody will be responsible for maintaining the Parks and Recreational facilities for the City on January 1, 2009 regardless of the outcome of negotiations with Dekalb County. Vendors should be prepared to provide basic maintenance after this date. The areas of responsibility shall include, but not be limited to, the following:

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

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

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

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

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

1.3.8.7 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.

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

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1.3.8.9 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)

1.3.9 Motor Vehicles and Equipment

1.3.9.1 The Contractor shall be responsible for providing Motor Vehicles sufficient for the operations of the Public Works department as of the date indicated in Section 1.1 of this CONTRAC. 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.

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

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

1.3.9.4 Insurance Requirements - Vehicle insurance coverage shall be current and maintained by the Contractor as indicated in Section 10 of the base Contract.

1.3.10 Storm Water

1.3.10.1 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 Contractor 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.

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1.3.10.2 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 and as directed by the City Manager..

1.3.10.3 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.

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

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

1.3.10.6 The Contractor shall develop a capital plan for the storm water system.

1.3.11 Miscellaneous Design Services

1.3.11.1 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:

1.3.11.2 The Contractor 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 CONTRACT.

1.3.11.3 The Contractor 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.

1.3.12 Emergency Preparedness

1.3.12.1 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.

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

1.3.12.3 Contractor shall be capable of assisting 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.

1.4 PLANNED PREVENTATIVE MAINTENANCE (CONTRACTOR TO PROVIDE UNIT COSTS)

1.4.1 In addition to the Base Bid for the Maintenance of City Assets outlined in Section 1.3, the Contractor 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: (incl. posts)	<= 12 SF > 12 SF
New Traffic Lights:	EACH
Guard Rail Repair:	Demo and Install (LF)

Provide line item costs for all of the activities outlined in the Revised Fee schedule included as Exhibit C. Unit prices shall be all inclusive with labor, material, equipment and miscellaneous taxes and expenses included. All Public Works projects under this Contract which exceed twenty thousand dollars (\$20,000.00) will require an RFP to be produced by the Contractor in conjunction with the City Manager. The RFP for the project must receive a minimum of three bids from qualified subcontractors prior to the awarding of the contract unless otherwise

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directed by the City Manager. The successful bidder of these contracts shall supply a Payment and Performance Bond to the City in an amount acceptable to the City Manager.

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

1.5 CAPITAL IMPROVEMENTS

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

1.5.1 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 Contractor's Public Works Director. Alternatively, at the discretion of the City Manager, the Capital Improvement projects could be completed by the Contractor as approved by the City Manager and City Council.

1.5.2 The Contractor 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.

1.5.3 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.

1.6 ALTERNATES

1.6.1 Deductive Alternate #1: PARKS & RECREATION

In the event the City of Dunwoody does not successfully take over the operations and maintenance of 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 CONTRACT.

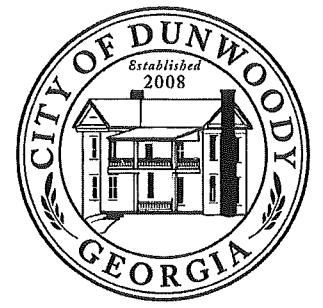
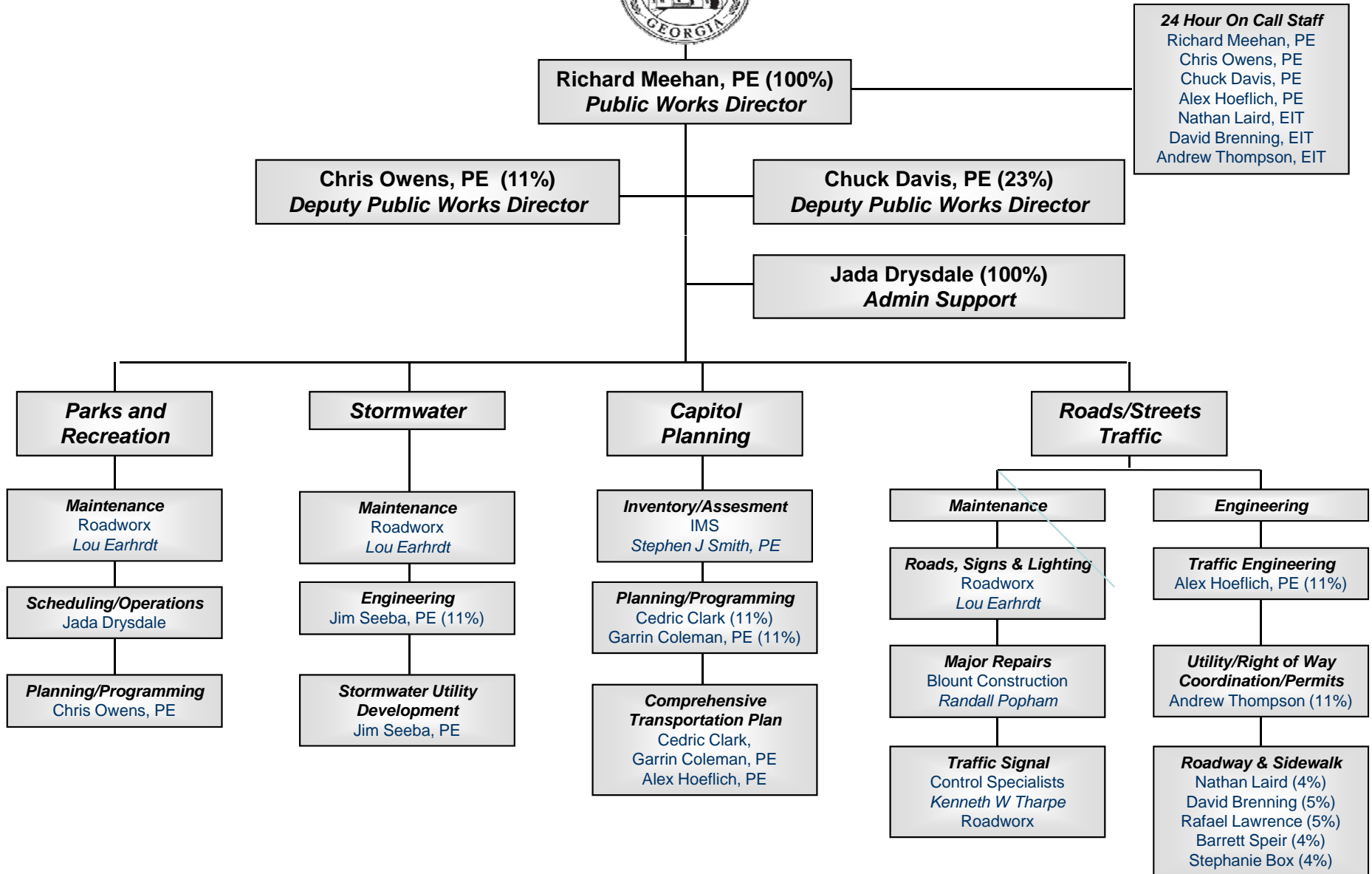


Exhibit B Organizational Chart



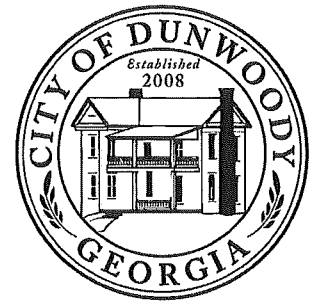


Exhibit C
Schedule of Values

Lowe Engineers, LLC		11/20/2008, R 12/10/08, R 12/16/08, R 12/17/08		
Schedule of Values				
Section 1.3 Public Works Base Bid		Yearly		
Services	2008/2009	2010	2011	
Public Works Director & Support Staff	\$ 536,889	\$ 563,734	\$ 591,920	
Inventory of Assets & GIS Interface	\$ 200,000	\$ 50,000	\$ 50,000	
Motor Vehicles and Equipment	\$ 36,000	\$ 37,800	\$ 39,690	
Total for 1.3 Base Bid=	\$ 772,889	\$ 651,534	\$ 681,610	
Section 1.3 Public Works As-Directed		Yearly		
Services	2008/2009	2010	2011	
Comprehensive Transportation Plan	\$ 10,000	\$ 10,500	\$ 11,025	
Street Maintenance, Management	\$ 75,000	\$ 78,750	\$ 82,688	
Maintenance of Traffic Signals, Street Signs & Street Lights	\$ 208,000	\$ 218,400	\$ 229,320	
Parks & Recreation Maintenance	\$ 167,000	\$ 175,350	\$ 184,118	
Miscellaneous Design Services	\$ 10,000	\$ 10,500	\$ 11,025	
Total for 1.3 As-Directed Services=	\$ 470,000	\$ 493,500	\$ 518,175	
Section 1.4 Planned Preventative Maintenance Units Costs				
Service	Unit	Qty	Unit Cost	Estimate Amount for 2009
Sidewalk Repair				
Demolition (cost per LF)	LF	200	\$ 5.00	\$ 1,000
New Sidewalk	LF	200	\$ 18.70	\$ 3,740
Curb Repair				
Demolition	LF	200	\$ 5.00	\$ 1,000
New Curb	LF	200	\$ 17.00	\$ 3,400
Pot Hole Repair				
Crew, Equipment & Material				
2 Man Crew - Labor and equipment	Daily Cost	tbid	\$ 1,500.00	tbid
2 Man Crew - Asphalt @ \$63.1/tn	Daily Cost	tbid	\$ 50.00	tbid
5 Man Crew - Labor and equipment	Daily Cost	tbid	\$ 4,150.00	tbid
5 Man Crew - Asphalt @ \$63.1/tn	Daily Cost	tbid	\$ 252.00	tbid
8 Man Crew - Labor and equipment	Daily Cost	tbid	\$ 5,500.00	tbid
8 Man Crew - Asphalt @ \$63.1/tn	Daily Cost	tbid	\$ 568.00	tbid
Asphalt Paving & Striping				
Demolition of Existing	SY	1000	\$ 4.85	\$ 4,850
Installation: 2 Lane Residential Street	SY	1000	\$ 14.30	\$ 14,300
New Street Signs				
Less than or equal to 12 SF	EA	10	\$ 125.00	\$ 1,250
Greater than 12 SF to 24 SF	EA	10	\$ 150.00	\$ 1,500
Sand/Salt Spreading Extended Operation	Lane Mile	tbid	\$ 1,750.00	
Total for 1.4=				

Low Engineers, LLC	As of 12/18/08	
Project: City of Dunwoody Public Works		
Period: December 1, 2008 - December 31, 2009		
Month	Schedule of Values	
	Public Works Base Bid	
December 2008	\$	59,453.00
January 2009	\$	59,453.00
February 2009	\$	59,453.00
March 2009	\$	59,453.00
April 2009	\$	59,453.00
May 2009	\$	59,453.00
June 2009	\$	59,453.00
July 2009	\$	59,453.00
August 2009	\$	59,453.00
September 2009	\$	59,453.00
October 2009	\$	59,453.00
November 2009	\$	59,453.00
December 2009	\$	59,453.00
Total Contract Value	\$	772,889.00

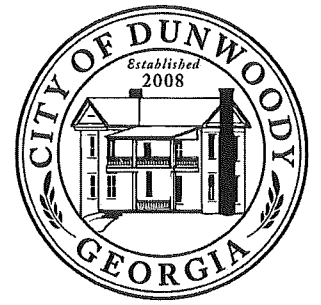


Exhibit D
Letter of Agreement

December 18, 2008

Warren Hutmacher
City Manager
City of Dunwoody
P.O. Box 888074
Dunwoody, GA 30356

**RE: Schedule of Values - RFP Number 2008.003
Public Works - Dunwoody, Georgia**

Dear Mr. Hutmacher:

It is our pleasure to submit the attached schedule of values cost tables in accordance with instructions and our meetings on December 10 and 16, 2008. Additionally we have provided some clarifications as requested.

Scope of Work: Our scope of work will include three sections. The first section is our base bid and provides the Public Works Director and his staff. The second section includes scope items and projects that will be authorized on an "As-Directed" basis by the City Manager. The third and final section includes planned preventative maintenance scope activities, also to be authorized when needed by the City Manager. Both the "As-Directed" and preventative maintenance activities will be authorized and funded by the City with amounts and level of effort to be determined by the City Manager and the Public Works Director. The preventative maintenance scope table unit values should be considered a planning "maximum" unit rate. These optional activities will be organized into projects for independent authorization and funding. The projects will be scheduled and scoped in such a way to increase efficiency and accomplish them for the planning unit rates or less.

Invoicing/Payment Terms: We would like to propose the following invoicing/payment terms:

1. Base Bid: For 2008/2009, we propose invoicing on a lump sum basis at the end of each month 1/13th of the total and request payment by the 15th of the following month.
2. Preventative Maintenance Costs: We propose invoicing effort and materials on a monthly basis, by the 15th of the following month, to allow time to gather sub-contractors material costs. Then we request payment of these invoices by the end of the following month. For example on February 15th, we will invoice for January work, and request payment by February 28, 2009.

Vehicles: Lowe will be purchasing two trucks for use on this project. Both will be white GM products. We will brand them in accordance with directions from the City. At the end of the three year contract term, we are willing to transfer ownership of the vehicles to the City at no cost. If the contract is terminated at one year, we are willing to transfer ownership at 2/3 of the

cost. If the contract is terminated at the end of two years, we are willing to transfer ownership at 1/3 of the cost.

Mileage Reimbursement: We accept paragraph 3.2 which includes reimbursement of authorized mileage using current IRS rates.

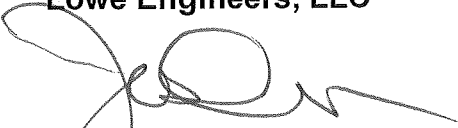
Parks & Recreation Maintenance: Our proposed level of parks and recreation operations and maintenance involved the use of a two-man multi-purpose crew three days a week during the non-growing season (Nov-Mar) and five days a week during the growing season (Apr-Oct) and as needed during special events. Their duties will include landscape/grass maintenance, grounds pickup and routine maintenance, trash collection, building routine maintenance and cleanup. These items are included in the schedule of values and can be a deduct depending on the future situation of parks maintenance. Our full-time staff will assist in coordinating and scheduling activities. This effort is included in Public Works Director and Support Staff Fee. Items such as non-routine building and grounds repair including parking lot repair/paving, fence replacement, and replacement of major building components (HVAC, Water Heater) are not included in the Lump Sum Schedule of Values and would be performed under the Scope of Work Section 1.4 Allowance.

Stormwater Services Maintenance: Our proposed level of stormwater services maintenance is included within the line item "Street Maintenance". Stormwater maintenance activities were assumed to be part of the normal street maintenance. Capital items maintenance/replacement of the stormwater pipe system was assumed to be part of the stormwater utility, to be established in the future with separate funding.

Emergency Response: We will provide emergency response capability 24/7/365 for public works areas of responsibility. Details and on-call staff information will be provided to the City Manager.

We sincerely appreciate this opportunity to support the new City of Dunwoody in this important effort. Please contact me at 404-312-1843 or email at drysdale@loweengineers.com if you have any questions. Thanks.

Sincerely,
Low Engineers, LLC



Jon Drysdale, PE
Partner

Attachment: Schedule of Values