



CITY OF DUNWOODY

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MEMORANDUM

To: Mayor and City Council

From: Jennifer Peterson, Community Development Director

Date: February 16, 2009

Subject: Consultant Selection for Comprehensive Plan

The City of Dunwoody Comprehensive Plan will be the first major land use policy and visioning document for the new city. For the first time the community and citizens of Dunwoody will have the opportunity to guide and vision and policies for future land development.

Staff posted a detailed Request for Qualifications in December 2008. On January 17th city staff hosted a pre-bid meeting which was well attended by 17 companies. The bid closing occurred on January 15th at which time we had received 15 proposals. An experienced planning selection team from within the Department reviewed the proposals, selected the top five candidates, and conducted interviews. The selection team came to a unanimous recommendation.

Staff recommends POND & Company be retained to provide consulting services for the Dunwoody Comprehensive Plan process. POND has proven track record of completely excellent planning and policy documents on time and within budget. They also have a history of providing quality public outreach and tapping into the visions and goals of a community. Additionally they recently, they completed the John's Creek comprehensive plan.

The first task of the planning process will be the creation and approval of the Community Assessment and Community Participation Plan. The Assessment is the data heavy, research driven portion of the plan. This part is completed first so that as you have your public meetings and community outreach you are working from a current data set. The Community Participation Plan is the document that sets out how the public will be included in the process of plan creation.

The public workshops and visioning session will occur primarily in the summer of 2009. One of the elements POND will bring to the process is a tech-savvy public outreach process with 3-D imaging and surveys. Additionally the city website will have a page dedicated to keeping the public abreast of the latest developments in the planning process.

In December 2009 the City will have complete plan that will be transmitted to the State offices for review.

POND will be providing this service for \$100,000, as budgeted.

Attachments:

Draft Contract

CONTRACT AGREEMENT

For

CITY OF DUNWOODY COMPREHENSIVE PLAN

("Project")

Between

CITY OF DUNWOODY, GEORGIA

("Dunwoody")

And

POND & COMPANY

("Consultant")

CONTRACT AGREEMENT

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CONTRACT AGREEMENT

This Contract Agreement (the "Agreement"), made and entered into as of the _____ day of _____, 20__, by and between the City of Dunwoody, a political subdivision of the State of Georgia (hereinafter referred to as "Dunwoody"), and **Pond & Company**, a domestic corporation of the State of Georgia (hereinafter referred to as "Consultant" or "Prime Consultant"):

WITNESSETH

WHEREAS, Dunwoody through its governing body desires to retain a qualified and experienced consulting firm to perform certain design and engineering services regarding the development and completion of the City of Dunwoody's Comprehensive Plan (hereinafter referred to as the "Project"); and

WHEREAS, Consultant has represented to Dunwoody that it is experienced and has qualified and local staff available to commit to the Project and Dunwoody has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, Dunwoody and Consultant agree as follows:

ARTICLE 1 CONSULTANT/OWNER AGREEMENT

Dunwoody hereby engages Consultant, and Consultant hereby agrees to perform, the services hereinafter set forth and as set forth in the proposal submitted by the Consultant in response to Dunwoody' request for proposal and exhibits thereto (the "Proposal") as it may have been amended, a copy of which is attached hereto as EXHIBIT A – CONSULTANT'S PROPOSAL and incorporated herein by this reference.

ARTICLE 2 DESCRIPTION OF PROJECT

Dunwoody and Consultant agree that the Project is as described in EXHIBIT B - DESCRIPTION OF PROJECT – PROJECT APPROACH. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 3 SCOPE OF SERVICES

Unless modified in writing by both parties in the manner specified in the Agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in EXHIBIT C – SCOPE OF SERVICES.

ARTICLE 4 DELIVERABLES

Consultant shall provide to Dunwoody all deliverables specified in EXHIBITS A and C. Deliverables shall be furnished to Dunwoody by Consultant in a media form that is acceptable and usable by Dunwoody at no additional cost at the end of the Project. Where the response by Consultant conflicts with the Request for Proposal, the response from the Consultant attached as Exhibit C shall control.

ARTICLE 5 SERVICES PROVIDED BY DUNWOODY

Consultant shall gather from Dunwoody all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in EXHIBIT C – SCOPE OF SERVICES, if required, will be performed and furnished by Dunwoody in a timely manner so as not to unduly delay Consultant in the performance of said obligations. Any services provided by the City of Dunwoody for the Consultant shall be deemed reliable and the Consultant shall be entitled to rely on the accuracy and completeness of any services and information furnished. Dunwoody shall have the final decision as to what data and information is pertinent in conformance with the Rules and Regulations for the Georgia Department of Community Affairs.

Dunwoody will appoint in writing a Dunwoody authorized representative with respect to work to be performed under this Agreement until Dunwoody gives written notice of the appointment of a successor. The Dunwoody authorized representative shall have complete authority to transmit instructions, receive information, and define Dunwoody policies. Consultant may rely upon written consents and approvals signed by the Dunwoody authorized representative.

ARTICLE 6 MODIFICATIONS/CHANGE ORDERS/VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent or employee of Dunwoody either before, during, or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. If, during the course of performing work on the Project, Dunwoody and Consultant agree that it is necessary to make changes in the Project as described herein and in referenced exhibits, such changes will be incorporated by written change order and/or supplemental agreements to this Agreement. Any such change order and/or supplemental agreement shall be subject to the express approval of the City of Dunwoody in its sole discretion and shall further be subject to Dunwoody's purchasing policy and shall conform to all other applicable requirements of Dunwoody.

ARTICLE 7 TIME OF PERFORMANCE OF WORK

Consultant shall not proceed to furnish such services and Dunwoody shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to Consultant from Dunwoody. The time of performance of work shall begin upon the date of Notice to Proceed and continue pursuant to the schedule described in EXHIBIT E – SCHEDULE OF TIME AND PERFORMANCE OF WORK. Consultant shall begin work under this Agreement no later than five (5) days after the effective date of Notice to Proceed.

The time of performance of work does not include time for reviews for the Project by Dunwoody, its authorized representative, or any other agency or agencies reviewing the Project. Time charges shall cease when a phase specified in the Proposal has been completed to the satisfaction of the Dunwoody authorized representative.

When a phase specified in the proposal has been completed to the satisfaction of the Dunwoody authorized representative, he will notify Consultant that all tasks of such phase are considered accepted and fulfilled as specified in the proposal. .

ARTICLE 8 TERM OF CONTRACT

The term of this Agreement shall commence on the date of award by Dunwoody. Notwithstanding the foregoing, this Agreement shall continue until Dunwoody has received and accepted all deliverables, but in no event shall this Agreement extend beyond December 31, 2009, unless the same is amended in writing as provided in this Agreement.

ARTICLE 9 COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

Compensation for work performed by Consultant on the Project shall be on the basis of rates shown in the Proposal. Direct and miscellaneous costs should be included in the Proposal.

The total contract amount for the Project shall be as set forth in EXHIBIT F - COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES, which is full payment for the complete scope of services. Payment shall be comprised of three separate payments upon completion of each Task of the Project as defined in Exhibit E. Five (5%) Percent of the compensation amount in Exhibit F, in the amount of \$5,000.00, shall be paid upon final adoption of the City of Dunwoody Comprehensive Plan by the City Council. However, should the City of Dunwoody fail to adopt the Plan within six (6) months of receiving review approval by state and regional authorities (DCA and ARC, respectively), then final approval from said authorities shall indicate completion of the terms of this contract and the remaining 5% shall be paid. The remaining \$95,000.00 compensation pursuant to Exhibit F shall be paid in monthly installments based the percentage of work done by Consultant the previous month in relation to the total Project.

The Consultant may submit to Dunwoody an invoice, in a form acceptable to Dunwoody and accompanied with all support documentation requested by Dunwoody, for payment and for services that were completed during the preceding Task of the Project month. Dunwoody shall review for approval said invoices within seven (7) days of receipt. Dunwoody shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by Dunwoody, are reasonably in excess of the actual stage of completion. Dunwoody shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the Consultant to the point indicated by such invoice, or receipt of acceptance by Dunwoody of the services covered by such invoice. Dunwoody shall promptly pay any undisputed items contained in such invoices; invoices shall be considered "Past Due" if not paid within 30 days after receipt of invoice for undisputed services rendered. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the City of Dunwoody, and without liability whatsoever to the City, stop work on the performance of the service. In the event any portion or all of an account remains unpaid 90 days after proper billing, the City shall pay all costs of collection, including reasonable attorney's fees.

As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase month, an accurate updated schedule, a description of the percentage of total work completed for each phase month through the date of the statement, ~~and an updated draw-down of the task-discipline matrix submitted with the Consultant's Proposal.~~

The Consultant must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the Prime Consultant prior to receipt of any further progress payments. In the event the Prime Consultant is unable to pay subcontractors or suppliers until it has received a progress payment from Dunwoody, the Prime Consultant shall pay all subcontractors or suppliers funds due from said progress payments ~~within forty-eight (48) hours of receipt of payment from Dunwoody and in no event later than fifteen (15) days of receipt of payment from Dunwoody~~ as provided for by state law.

Consultant agrees that the compensation provided herein shall be full and final settlement of all claims arising against Dunwoody for work done, materials furnished, costs incurred or otherwise arising out of this Agreement and shall release Dunwoody from any and all further claims related to payment for services and materials furnished in connection with this Agreement.

Dunwoody and Consultant agree that in the event any Agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Agreement provision shall control. Dunwoody shall not be responsible for any interest penalty for any late payment.

ARTICLE 10 QUALIFICATION OF CONSULTANT'S PERSONNEL

AND ENDORSEMENT OF DOCUMENTS

Consultant shall identify in writing a Project manager who shall have sole authority to represent Consultant on all matters pertaining to this Agreement.

Consultant represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete its obligations pursuant to this Agreement. No personnel shall be employees of or have any contractual relationship with Dunwoody. All of the services required hereunder will be performed by Consultant under its supervision and all personnel engaged in the work hereunder shall be fully qualified and shall be authorized or permitted under law to perform such services.

Consultant shall use the project team presented to Dunwoody at the time of negotiations unless changes in the project team are approved in writing by Dunwoody. Written notification shall be immediately provided to Dunwoody upon change or severance of any key personnel or subcontractor performing services on the Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractors performing services on the Project without the prior written approval of Dunwoody. Changing of key personnel or subcontractors performing services during the course of the Project without the prior written approval of Dunwoody shall constitute a cause for termination under the terms outlined in Article 14 hereof entitled "TERMINATION OF AGREEMENT FOR CAUSE".

Consultant shall employ only persons qualified and duly registered in the appropriate category in responsible charge of supervision and design of the work and further shall employ only qualified and duly registered surveyors in responsible charge of any survey work.

Consultant shall endorse all deliverables including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of Consultant and responsible for the work prescribed by this Agreement.

ARTICLE 11 SUSPENSION OF WORK

Dunwoody may order Consultant in writing to suspend, delay or interrupt all or any part of the work on the Project for such period of time as the City may determine appropriate for the convenience of Dunwoody. The time for completion of the work shall be extended by the number of days the work is suspended, unless a greater length of time is warranted and is agreed to by Dunwoody and the Consultant. ~~Dunwoody shall not be responsible for any claims, damages or costs stemming from any delay of the Project.~~ The Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays caused by strikes, work slowdowns or stoppages, accidents, acts of God failure of any governmental or other regulatory authority to act in a timely manner, failure of the client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, or delays caused by faulty performance by Dunwoody or its designees or by contractors of any level. When such delays

beyond Pond's reasonable control occur, Dunwoody agrees Pond is not responsible for the damages, nor shall Pond be deemed to be in default of this agreement.

ARTICLE 12 UTILITIES

INTENTIONALLY LEFT BLANK.

ARTICLE 13 DISPUTES

Any controversy, dispute or claim arising in connection with the interpretation, performance or breach of this Agreement, shall first be submitted to mediation at least ninety (90) days prior to the initiation of any court, administrative or other action with respect to this Agreement. Such mediation shall be initiated by any party wishing to make a claim by submitting such claim for mediation to a mediator agreed to by both Parties. If a mediator cannot be agreed to by both Parties, the mediation shall be conducted by the American Arbitration Association. The mediation shall be conducted in the City of Dunwoody or such other convenient location as the parties and the mediator may agree, the exact time and location to be determined by the mediator in consultation with the parties. The parties shall agree upon a mediator within ten (10) days from filing the claim. Such mediation shall be conducted in accordance with the appropriate rules of the organization selected for mediator. The parties agree to mediate any dispute in good faith during such ninety (90) day period. The recommendations of the mediator or understandings of the parties resulting from the mediation are non-binding until such time, if any, as they are agreed to in writing, signed by the parties. Any signed mediation agreement shall be binding upon the parties and may be entered in any court of competent jurisdiction and the award judicially enforced. The parties to the mediation shall bear their own costs, including attorneys' fees and expenses incurred directly or indirectly in connection with the mediation. Each party to the mediation shall pay one-half of the fees and expenses of the mediator. If any party shall fail to fully cooperate in the selection of a mediator in a timely fashion or fails to mediate in good faith, such party shall forfeit their right, if any, to recover attorney fees and costs in any litigation commenced in connection with this Agreement. The statute of limitations, if any, on any causes of action which might arise in connection with the enforcement or breach of this Agreement shall be suspended and tolled, during such ninety (90) day mediation period.

Work on the Project shall not be interrupted or delayed during any mediation proceeding except on written agreement by both parties.

ARTICLE 14

TERMINATION OF AGREEMENT FOR CAUSE

Dunwoody and the Consultant reserves the right to terminate this Agreement at any time for just cause upon thirty (30) days written notice to the other Consultant, notwithstanding any just claims by Consultant for payment for services rendered prior to the date of termination. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Failure of either Dunwoody or the Consultant to comply with all terms of the Agreement, including maintaining required insurance coverage, may be considered just cause for termination, except as to any invoice presented by Consultant which is in dispute by the City. In the event the required insurance coverage is not maintained, any written notice of termination to Consultant shall be effective immediately notwithstanding the thirty (30) days notice otherwise required herein. TIME IS OF THE ESSENCE and if the Consultant refuses or fails to perform the work, maintain the scheduled level of effort as proposed and described in this Agreement, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, as more thoroughly described in Article 8 herein entitled TIME OF PERFORMANCE OF WORK, or any extension or tolling thereof, or fails to complete said work within such time, such failure to perform the work shall constitute cause for termination. Dunwoody may, by written notice to Consultant, terminate Consultant's right to proceed with the work or such part of the work as to which there has been delay. In such event, Dunwoody may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to Dunwoody as stated in EXHIBIT D – DELIVERABLES. Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by Dunwoody. Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to Dunwoody resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with Dunwoody obtaining the services of another Consultant to complete the Project.

ARTICLE 15

TERMINATION FOR CONVENIENCE OF DUNWOODY

Notwithstanding any other provisions of this Agreement, Dunwoody may terminate this Agreement for its convenience at any time by written notice to Consultant. If the Agreement is terminated for convenience of Dunwoody as provided in this Article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16 WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17 INDEPENDENT CONTRACTOR

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of Dunwoody. Inasmuch as Dunwoody and Consultant are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of Consultant to do so, without specific prior written authorization from Dunwoody, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements that Consultant enters into on behalf of Dunwoody without the express knowledge and prior written authorization of Dunwoody.

ARTICLE 18 RESPONSIBILITY OF CONSULTANT

Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services rendered and for recommendations made in carrying out the work. Consultant shall follow the practice of its industry to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to Consultant's failure to comply with standard procedures in its industry shall be corrected in a time frame agreed to by Dunwoody and at Consultant's expense.

ARTICLE 19 COOPERATION WITH OTHERS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by Dunwoody employees, appointed committees or other consultants and contractors. Consultant shall fully cooperate with Dunwoody and with other consultants, contractors and Dunwoody employees or appointed committees. Such cooperation shall include, but not be limited to, attendance at meetings, discussions and hearings, as may be requested by Dunwoody to the extent defined within Exhibit "C" and with timely notification by Dunwoody of such meetings and public hearings to ensure such cooperation, furnishing plans and other data produced in the course of work on the Project, as may be requested from time to time by

Dunwoody to effect such cooperation and compliance with all directives issued by Dunwoody. Consultant shall provide Dunwoody with its schedule of work, time and effort to coordinate with other consultants and contractors under contract with Dunwoody. Consultant shall not knowingly or negligently commit or permit any act to be committed which will interfere with the performance of work by any other consultant or contractor or by Dunwoody employees.

ARTICLE 20 ACCURACY OF WORK

Consultant shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Errors in data or other inputs provided by Dunwoody or another source as directed by Dunwoody shall not constitute an error or a responsibility for "accuracy" as contemplated under this Article. Acceptance of the work by Dunwoody will not relieve Consultant of the responsibility of subsequent corrections of any errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent errors in, or negligent omissions from, the plans prepared by Consultant. At any time during the Project provided or during any phase of work performed by others based on data secured by Consultant under this Agreement, Consultant shall confer with Dunwoody for the purpose of interpreting the information obtained and to correct any errors or omissions. Consultant shall prepare any plans, reports, field work, or data required by Dunwoody to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

The Consultant shall review data or other inputs provided by Dunwoody for accuracy and accept it within 5 business days as being suitable for use on the project. Within the acceptance period, if the data or other input is not determined suitable for use, the Consultant shall notify Dunwoody in writing of the corrections required. Corrections shall be made in a manner mutually satisfactory to both Dunwoody and the Consultant.

~~Prior notification by Consultant of the acceptance of any item(s) furnished by Dunwoody shall transfer the responsibilities for the accuracy of that item(s) to Consultant.~~

ARTICLE 21 REVIEW OF WORK

Authorized representatives of Dunwoody may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of Dunwoody for inspection and review at all reasonable times in the main office of Dunwoody. Consultant shall maintain all required records pertinent to this Agreement for a period of three (3) years after final payment is made and all other pending matters are closed. Dunwoody may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for Dunwoody, without any liability therefor, to

withhold payment to Consultant until Consultant complies with Dunwoody's request in this regard. Dunwoody's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22 INDEMNIFICATION

Consultant agrees to protect, defend, indemnify, and hold harmless Dunwoody, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys' fees, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to property or other rights of any person or persons caused by the performance or non-performance by Consultant of the Agreement ~~results from any cause whatsoever to the extent caused by any negligent act or omission or intentional error by the Consultant.~~ Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless Dunwoody for the sole acts or omissions of employees or officers of Dunwoody.

Consultant further agrees to protect, defend, indemnify and hold harmless Dunwoody, its officers, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 23 CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of Dunwoody and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to Dunwoody, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by Dunwoody as a result of this Agreement, shall become the property of Dunwoody and be delivered to the authorized representative of Dunwoody.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without the prior approval in writing of Dunwoody. ~~All releases of information, findings, recommendations, and published reports shall include the disclaimer on the cover and title page in the following form:~~

~~"The contents of this publication reflect the views of the author(s), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views~~

~~or policies of Dunwoody. This publication does not constitute a standard, specification or regulation."~~

It is further agreed that if any information concerning the Project, its contents, results, or data gathered or processed should be released by Consultant without prior approval from Dunwoody, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by Dunwoody or by Consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Should such information be required to be released under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., the restrictions and penalties set forth herein shall not apply. Any request for information directed to Consultant by the public pursuant to the Georgia Open Records Act shall be redirected to the Dunwoody for further action.

ARTICLE 24 OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Dunwoody is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this Agreement for educational, publication, profit, research or any other purpose without the written consent of an authorized representative of Dunwoody. All electronic files used on this Project, including any custom or commercially available software developed or used by Consultant, shall become the property of Dunwoody. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the authorized representative of Dunwoody. Any work developed for use on this Project may be released as public domain information by the authorized representative of Dunwoody at his/her sole discretion.

ARTICLE 25 COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-Dunwoody fee related to this Agreement without the prior written consent of Dunwoody. For breach or violation of this warranty, Dunwoody shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE 26 INSURANCE

Prior to beginning work on the Project, Consultant shall furnish certificates to Dunwoody for the following minimum amounts or levels of insurance coverage:

- A. **Workers' Compensation Insurance** sufficient to insure the Consultant against its liability for payment of compensation to the full extent required by Georgia law, from some corporation, association, or organization licensed by Georgia law to transact the business of workers' compensation insurance in the State of Georgia or from some mutual insurance association formed by a group of employers so licensed.
- B. **General Comprehensive Liability Insurance** providing coverage for injuries to persons as well as damage to property in an amount not less than One Million Dollars (\$1,000,000.00).
- C. **Professional Liability Insurance** for engineers/engineering work in an amount not less than One Million Dollars (\$1,000,000.00).
- D. **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project and the Agreement.

All insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Dunwoody. All such insurance shall remain in effect until final payment is made and the Project is accepted by Dunwoody. If Consultant receives notice of non-renewal or material adverse change of any of the above coverages, Consultant will promptly advise Dunwoody in writing. Failure of Consultant to promptly notify Dunwoody on non-renewal or material adverse change of any of the above coverages terminates the Agreement as of the date that Consultant should have given notification to Dunwoody.

If Dunwoody has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by Consultant, Dunwoody will notify Consultant thereof within twenty (20) days of the date of delivery of such certificates to Dunwoody.

Consultant shall provide to Dunwoody such additional information in respect of insurance provided by him as Dunwoody may reasonably request. The right of Dunwoody to review and comment on certificates of insurance is not intended to relieve Consultant of his responsibility to provide insurance coverage as specified nor to relieve Consultant of his liability for any claims which might arise.

**ARTICLE 27
PROHIBITED INTEREST**

- A. **Conflict of Interest.** Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.
- B. **Interest of Public Officials.** No member, officer or employee of Dunwoody during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE 28
SUBCONTRACTING**

Unless otherwise provided in this Agreement, Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Dunwoody.

**ARTICLE 29
ASSIGNABILITY**

It is understood by the parties to this Agreement that the work of Consultant is considered personal by Dunwoody. Consultant shall not assign, sublet or transfer this Agreement or any portion thereof without the prior express written consent of Dunwoody. Any attempted assignment, subletting or transfer by Consultant without the prior express written consent of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

**ARTICLE 30
ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable anti-kickback laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

**ARTICLE 31
DRUG-FREE WORKPLACE CERTIFICATION**

Consultant shall execute a certification in the form of EXHIBIT G - CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE, attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant shall certify that:

- (1) the provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full;
- (2) a drug-free workplace will be provided for the consultant's employees during the performance of this Agreement;
- (3) each subcontractor hired by Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and
- (4) Consultant will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

ARTICLE 32 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

Consultant shall execute a certification in the form of EXHIBIT H - CERTIFICATION OF CONSULTANT – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth in the certification attached as Exhibit H.

ARTICLE 33 AUDITS AND INSPECTORS

At any time during normal business hours and as often as Dunwoody may deem necessary and with reasonable prior notification to Consultant, Consultant shall make available to Dunwoody and/or representatives of Dunwoody for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit Dunwoody and/or representative of Dunwoody to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent Dunwoody audits or examines such Information related to this Agreement, Dunwoody shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by law. Nothing in this Agreement shall be construed as granting Dunwoody any right to make copies, excerpts or transcripts of such Information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall

maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its Proposal and shall make such material available at all reasonable times during the period of the Agreement and for three (3) years from the date of final payment under the Agreement, for inspection by Dunwoody or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to Dunwoody. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 34 ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established and maintained in accordance with generally accepted accounting principles. Consultant must account for costs in a manner consistent with generally accepted accounting procedures, ~~as approved by Dunwoody.~~

ARTICLE 35 ENTIRE AGREEMENT

This Agreement, including the exhibits, constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the Consultant's and Dunwoody' duly authorized representatives, subject to Dunwoody' purchasing policy.

ARTICLE 36 SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, enforceable in accordance with its terms.

ARTICLE 37 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.

ARTICLE 38 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

**ARTICLE 39
GENDER AND NUMBER**

This Agreement shall be construed by the actual gender and/or number of the person, persons, entity and/or entities referenced herein, regardless of the gender and/or number used in such reference.

**ARTICLE 40
NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to Dunwoody shall be addressed as follows:

City of Dunwoody
400 Northridge Drive
Atlanta, Georgia 30350

ATTN: Warren Hutmacher, City Manager

With a copy to:

Brian Anderson, City Attorney
City of Dunwoody
400 Northridge Drive
Atlanta, Georgia 30350

Notice to Consultant shall be addressed as follows:

ATTN: _____

ARTICLE 41 JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 42 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

- A. Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.
- B. Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 43 FORCE MAJEURE

Neither Dunwoody nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation; provided, however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered on this, the _____ day of _____, 20__.

Attest: **CONSULTANT**

_____ By: _____

Title: _____ Title: _____

(SEAL)

Attest: **DUNWOODY**

_____ By: _____

Title: _____ Title: _____

FINAL AFFIDAVIT

TO DUNWOODY

I, _____, hereby certify that all suppliers of materials, equipment and services, subcontractors, mechanics, and laborers employed by **Pond & Company** ("Consultant") or any of its subcontractors in connection with the completion of the City of Dunwoody Comprehensive Plan (the "Project") have been paid and satisfied in full as of _____, 20__, and that there are no outstanding obligations or claims of any kind for the payment of which Dunwoody on the Project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20__, _____ who under oath deposes and says that he is _____ of **Pond & Company** ("Consultant"), that he has read the above statement and that, to the best of his knowledge and belief, the same is an exact true statement.

Notary Public

My commission expires: _____

EXHIBIT A – CONSULTANT’S PROPOSAL

Request for Qualifications

Comprehensive Plan

City of Dunwoody, Georgia

12/03/2008

City of Dunwoody

**Attn: Jennifer Peterson, Director
Community Development Department
400 Northridge Road, Suite 1250
Atlanta, GA 30350**

Direct (678) 925-3201 (until December 12th, 2008)

Office (678) 382-6802 (as of December 15th, 2008)

Fax (678) 382-6701

Jennifer.peterson@Dunwoodga.gov

**REQUEST FOR QUALIFICATIONS
PLANNING SERVICES RELATED TO
CITY OF DUNWOODY COMPREHENSIVE PLAN**

I. PURPOSE.

The City of Dunwoody seeks Statements of Qualifications (SOQ) with fee proposals, until 3:00 p.m. local time January 15, 2009 for an individual, firm, or team of firms to assist in developing and adopting the City of Dunwoody Comprehensive Plan that meets or exceeds all State of Georgia requirements. Selected Consultant shall 1) serve as the lead in developing the Community Assessment, 2) serve as the lead in developing and implementing the Community Participation Program, and 3) develop and assist with adoption of the Community Agenda portion of the Comprehensive Plan. A total of three (3) hard copies and one (1) electronic version of the proposal must be delivered to the attention of Ms. Jennifer Peterson, Director of the Community Development Department at 400 Northridge Road, Suite 1250 Atlanta, GA 30350.

A non-mandatory presubmittal meeting will be held on December 17th at 10:00 a.m. at the City of Dunwoody City offices located at 400 Northridge Road, Suite 1250 Atlanta, GA 30350.

Submittals received after the established deadline will not be considered. No faxed submissions will be accepted.

II. BACKGROUND.

The City of Dunwoody is a newly incorporated city located in DeKalb County, Georgia. Dunwoody is an active suburban city with a variety of housing types, commercial, office, and industrial space. The City covers roughly 12 square miles and contains approximately 33,000 residents as of the 2000 census.

The City of Dunwoody seeks to develop an innovative and useful Comprehensive Plan that can, and will be, implemented. The City wishes to use the planning process and subsequent Comprehensive Plan to develop useful goals, strategies, projects, and initiatives.

III. SCOPE OF WORK.

The Consultant shall assist the City of Dunwoody to develop and adopt a Comprehensive Plan that meets or exceeds the minimum standards for local comprehensive planning as outlined in the Rules of the Georgia Department of Community Affairs, O.C.G.A. Chapter 110-12-1, effective May 1, 2005 or the most recent version available during the contract period. Please note that the City must comply with the Advanced Planning Standard. Said Plan shall be transmitted to DCA no later than December 31st, 2009 unless otherwise indicated by DCA or directed by the City of Dunwoody.

A. Community Assessment.

Develop a Community Assessment that reflects the current status of Dunwoody. This portion of the Comprehensive Plan will meet the minimum planning requirements of DCA, and provide the statistical framework for which to develop the vision for the future of Dunwoody.

B. Community Participation.

Provide for community visioning and implementation of the City of Dunwoody Community Participation Program. Consultant shall draft the City's Community Participation Program.

C. Community Agenda.

Develop policies and implementation strategies required for completion of each element required for adoption and submittal of the Comprehensive Plan. Each element shall be delivered per Georgia DCA standards and as outlined below. At a minimum, this step must include development of a Community Vision, Final Community Issues and Opportunities, and an Implementation Program:

1. Community Visioning.

With the assistance of the City, the Consultant will develop and implement a process for engaging the public and creating a Community Vision. The Community Vision must be supported by the Community Goals and Implementation Program. The Community Vision is intended to create a complete picture of what the city desires to become. Use of visualization efforts, such as a photography-based preference surveys, or other similar techniques is strongly suggested.

The Vision must be based upon public input, the assessment of current and future needs, and coordination with other elements of the plan and must identify how the Community Vision addresses Community, Regional and State Planning Goals and Objectives; and which of these will be used as guiding principles for future development of the community. The Vision document must include pictures, illustrations and/or a complete descriptions of development patterns, including identification of areas to be developed, areas to remain as public or private open space, areas where mixed-use development and similar pedestrian-friendly forms of development will be encouraged, areas where high-rise or mid-rise development could be appropriate, and areas where community and neighborhood revitalization are feasible and desirable.

The Community Vision shall include a General Vision Statement, Future Development Map, and Defining Narrative.

2. Community Issues.

A final list of issues and opportunities shall be identified. Analyze the Community Assessment and finalize issues and opportunities based on new information and community input. Each issue and opportunity must be followed-up with corresponding implementation measures in the Implementation Program.

3. Implementation Program.

An overall implementation program for achieving the Community Vision based on addressing the Community Issues and Opportunities shall be created. The Program shall identify specific measures to be undertaken to implement the Plan. The use of specialized tools, such as "Sketch-

Up," "Index," or other tools that helps analyze information or convey information is strongly encouraged. At a minimum, the Implementation Program shall include:

a. Minimum Planning Elements.

Previous planning standards have required certain planning elements to be included within the Comprehensive Plan. DCA now requires the Community Assessment to include the majority of this information. Although not required by DCA as part of the Community Agenda, these elements provide useful data and information that helps to "tell the story" of the Implementation Program. As part of the Community Agenda, prepare a summary document for incorporation into the Agenda that includes a discussion of each element. This is not meant to replace or dismantle the Community Assessment, but instead to supplement - if necessary - and highlight important summary information, maps, graphs, etc.

The following planning elements shall be included in the City of Dunwoody Comprehensive Plan: Population, Economic Development, Natural and Cultural Resources, Community Facilities and Services, Housing, Land Use, Transportation and Intergovernmental Coordination.

1. Population Element.

The Population Element provides the opportunity to inventory and assess trends in population growth or decline and in the demographic characteristics of the population. This information, merged with information in the natural and cultural resources element that identifies constraints and/or opportunities affecting future development, forms a foundation for the economic development, community facilities and services, transportation, housing and land use elements of the plan.

2. Economic Development Element.

The Economic Development Element provides the opportunity to inventory and assess the community's economic base, labor force characteristics (including its spatial distribution over time), and local economic development opportunities and resources; to determine economic needs and goals; and to merge this information with information about population trends and characteristics, natural resources, community facilities and services, housing and land use so that a strategy for the economic well-being of the community can be developed.

3. Housing Element.

The Housing Element provides the opportunity to inventory the existing housing stock and its condition, occupancy and affordability characteristics; to assess its adequacy and suitability for serving current and future population and economic development needs; to articulate community housing goals; and to formulate an associated implementation program for the adequate provision of housing for all sectors of the population.

4. Natural and Cultural Resources Element.

The Natural and Cultural Resources Element provides the opportunity to inventory the natural, environmentally sensitive, historic, archeological and cultural resources of the city; to assess current and future needs for protection or management of these resources; and to develop goals, policies and strategies for their appropriate use, preservation and protection.

5. Community Facilities and Services Element.

This element provides the opportunity to inventory a wide range of community facilities and services, to assess the adequacy for serving present and future population and economic needs, and to articulate community goals and an associated implementation program for providing the desired level of public facilities and services throughout the planning period. The purpose of this element is to assist in coordinating the planning of public facilities and services in order to make most efficient use of existing infrastructure as well as future investments and expenditures for capital improvements and long-term operation and maintenance costs.

6. Land Use Element.

The Land Use Element provides the opportunity to inventory existing land use patterns and trends; to guide/direct future patterns of growth, based on community needs and desires; and to develop goals, policies and strategies for future land use that support and reflect the economic, housing, community service and natural and cultural goals and policies of the plan. At a minimum, the plan must contain a Future Land Use Map and a land use character map called the Area Plan Policy Map.

Land use goals and policies must implement the Community Vision; establish meaningful and predictable standards for the use and development of land, and meaningful guidelines for the content of more detailed land development and use regulations.

The City's Future Development Map for shall be developed. The Future Development Map will become a primary input for forecasting infrastructure needs within the city. Therefore, the Community Development Department must approve the final configuration of land uses represented on the proposed Future Land Use Plan Map before it is presented to the Mayor and Council for preliminary approval. Preliminary approval of the Council will be sought subsequent to sketch planning analysis, but prior to final drafting of the goals and policies that will be developed in the Community Agenda program.

7. Intergovernmental Coordination Element.

The Intergovernmental Coordination Element provides an opportunity to inventory existing intergovernmental coordination mechanisms and processes with other local governments and governmental entities that can have profound impacts on the success of implementing Dunwoody's comprehensive plan. The purpose of this element is to assess the adequacy and suitability of existing coordination mechanisms to serve the current and future needs of the community and articulate goals and formulate a strategy for effective implementation of community policies and objectives that, in many cases, involve multiple governmental entities.

8. Transportation Element.

The Transportation Element should describe planned or needed projects and programs. Discuss all modes of transportation, including pedestrian, bicycle, vehicle, rail, and bus.

b. Short-Term Work Program.

Develop a Short-Term Work Program setting out the specific actions the city intends to take during each of the next five years to further the Community Goals. The City of Dunwoody will

use the short-term work program as an annual implementation tool. It must be developed accurately and carefully.

1. Brief description of the activity;
2. Timeframe for undertaking the activity;
3. Responsible party for implementing the activity;
4. Estimated cost, if any;
5. Funding source(s), if applicable;
6. Success Measures.

c. Long-term and Ongoing Activities Work Program.

Create a Long-term and Ongoing Activities Program that identifies specific long-term and ongoing activities to be undertaken beyond the first five-year timeframe.

d. Policies.

Identify any policies needed to provide ongoing guidance and direction to the City.

IV. DELIVERABLES.

1. Monthly Interim Plan Reports.

At a minimum, provide a monthly written report of activities complete and actions underway to the City. Said report shall be submitted by the first working day of each month. Reports may be submitted via email or hard copy. Provide draft documents at regular intervals for informal review and approval as appropriate.

2. Final Plan Documents.

Consultant shall prepare a final document(s) for the City that should be easy to read, with planning terms explained, illustrated or otherwise described. The final document shall be a first-class, presentation-grade document containing text, charts, maps, graphs, pictures, illustrations, renderings, and other similar elements.

At least three weeks prior to the final scheduled public hearings required by the State Minimum Standards (dates to be approved by the City at the appropriate time), the consultant shall provide fifteen (15) printed copies and one electronic copy on CD-ROM of the Draft Comprehensive Plan with an MS-Word version and .pdf format. Comprehensive Plan Maps shall be prepared in printed reports at 11"x17".

The final document(s), and all draft deliverables shall be provided in electronic format (both pdf. and Word formats). All maps shall be delivered in ESRI's ArcGIS in the format and version the city is using at the time the data is delivered. Other associated graphics shall be in digital format and included in the document in a reproducible format. Reference material shall be properly noted.

All hand mapping is required to be transferred to digital format and shall adhere to all digital data requirements previously mentioned.

Other associated graphics shall be in digital format and included in the document in a reproducible format. Reference material shall be properly cited. The consultant will be responsible for converting all maps to formats acceptable to DCA and ARC.

Provide a minimum of 25 bound color copies and one electronic copy on CD of the final approved document.

The ARC is requesting all local governments to submit their major updates via electronic delivery and input it into the Department of Community Affairs plan system. The Consultant will format the Plan and input it into the proper software for Dunwoody after review and approval of the City.

V. SUBMITTAL REQUIREMENTS.

The City hereby requests 1) Statements of Qualifications and 2) Cost of Services from professional firms to complete and undertake the above referenced services.

Part I. Statement of Qualifications.

Please provide the City with the following information:

- 1) Qualifications and Experience. Provide the qualifications and experience of the firm, team and any proposed subconsultants, as needed, regarding this type of project.
 - a. Representative Projects. Provide the names and references for a minimum of three similar projects.
 - b. Identify previous experience working with the Dunwoody community, if any.
- 2) Proposed Scope of Services and Project Approach. Provide information describing how the project would be approached and what project deliverables would be created.
 - a. Describe your understanding of the project;
 - b. Describe any modeling, visualization, rendering or illustrative techniques, or any other special approach to completing the Plan;
 - c. Describe the proposed deliverables.
- 3) Personnel. Provide the names and qualifications of personnel that would be directly performing said work, including subconsultants if needed. Describe their role in the process.
- 4) Timeframe. Provide a proposed schedule.

Provide a total of three (3) hard copies and one electronic copy. Hard copies shall be unbound color copies on 8 ½" X 11" paper not exceeding 20 total informational pages (not including cover, organizational dividers, etc.). Separately, provide a single color copy of a similar representative study that is comparable to the proposed project.

Part II. Cost of Services.

As a part of the proposal, provide an estimated lump sum cost to complete the project as outlined in the proposal. Provide a schedule of charges for additional services (broken down on an hourly basis).

Please provide said documents to Jennifer Peterson City of Dunwoody no later than January 3:00 p.m. January 15th, 2009.

VI. SELECTION PROCESS.

This project is considered Professional Service for the City. The City will evaluate proposal based on qualifications and quality of the firm, proposal, and cost. The proposals will be evaluated to select the Consultants that best meet the City's needs. If the City and said Consultant cannot come to contract agreement with the selected Consultant, the City reserves the right to negotiate and select another consultant.

The City reserves the right to accept or reject any and all proposals, waive technicalities and informalities, change the scope of work, and amend said Request for Qualifications as it desires. The City reserves the right to negotiate with any Consultant and to select the Consultant that best meets the City's needs.

EXHIBIT B – DESCRIPTION OF PROJECT



2. PROPOSED SCOPE OF SERVICES & PROJECT APPROACH

A hands-on, practical Comprehensive Plan will lay the framework for the City of Dunwoody as it makes land use, infrastructure and other decisions that affect the quality of life for its citizens. When incorporated structurally into planning procedures and regularly evaluated to maintain relevancy, this document will help achieve the long-range vision the community creates for itself. Pond & Company (Pond) believes strongly that implementation of the Comprehensive Plan should be designed to link with the City capital improvements plan and budget.

Pond is pleased to be considered as a possible collaborative partner in the City's Plan. Comprehensive Planning is not an "academic" exercise for us. With experience in both the realities of government service and the achievement of helping governments and the private sector turn plans into reality, Pond's planning experts work with Staff, Council and the public to create a Comprehensive Plan that is broad in scope but realistic in establishing achievable goals.

The Department of Community Affairs (DCA) has minimum guidelines that the City must follow as it creates its first Comprehensive Plan. Changes made in 2006 to these guidelines offer jurisdictions new opportunities to tailor the content of their Plan to meet their unique needs. Pond works closely with our clients to take advantage of these new rules and leverage precious resources to maximize the results of this community effort. We listen carefully to the Council and community's policy objectives in order to provide technical information regarding measures that will achieve those objectives. We also help the City evaluate the trade-offs of various options.

An Agenda for the future. All the components of the Comprehensive Plan work together to create what DCA calls a "Community Agenda"; this agenda for action establishes your vision, policy goals and objectives in terms of issues and opportunities that the City defines through a public participation process. A short-term work program delineates how to implement the plan through a set of prioritized actions. The Community Agenda also includes what the RFP calls an Area Plan Policy Map (DCA also calls it a Future Development Map) and a narrative to detail the City's intention regarding appropriate development for the future. We propose using community meetings, staff input, and interviews to craft this agenda.

Participation. A "Community Participation Plan" will specify the ways that public participation will occur—both through disseminating information and soliciting community input for the Community Agenda. Our proposal describes our experience in participatory planning and explains our approach.

Assessment. Pond will prepare a document containing base-line data, growth and development trends, and an inventory of resources. This document contains information the City needs to assess its desired future. The City was part of the overall Comprehensive Plan for DeKalb County adopted May 2007. The data collected and analyzed in this effort will be specific to the new City of Dunwoody. Additionally, the assessment will highlight issues and opportunities unique to the City to provide an Agenda which will support the vision of the new City.

In what follows, Pond proposes an eleven (11) month schedule to complete the draft Comprehensive Plan so that it can be reviewed and transmitted to DCA before the December 31, 2009 deadline. That schedule recommends regularly scheduled meetings with a citizen Steering Committee (not to exceed nine (9) meetings), five (5) community meetings, the required public hearing process, and associated Work Sessions before Council.

GENERAL UNDERSTANDING & APPROACH

Dunwoody residents voted overwhelmingly to incorporate on July 15, 2008; Dunwoody became a City on December 1, 2008 and will assume responsibility for providing city services to nearly 32,808 residents. *The Mission* of the City of Dunwoody is to provide the highest quality of life for those who live, work or play in the city and to foster an environment where business can prosper. *The Vision* for the City includes the provision of quality service to citizens support economic growth through careful and thoughtful planning. *The Value Statement* of the City includes the provision 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.

As demonstrated by the effort invested to create this new municipality, the City of Dunwoody wishes to take a proactive stance regarding future development. The City desires a hands-on, relevant policy guide as it faces growth



activities range from interactive web-site options, creative GIS generated tools, surveying methods, focus group and in-depth interviewing to visioning workshops and community information meetings. Pond will tailor efforts to meet expectations of the City of Dunwoody. However, our experience says that GIS and graphic capabilities will aid the community and government officials in visualizing the trade-offs of their planning choices. Decision makers and the general public respond strongly when they have visual representations/photographs of their options; our outreach techniques provide a shared visual vernacular to community stakeholders that can be drawn upon after the planning process ends and City officials move on toward implementation of specific policies.

- **Understands the details and integration of many most planning processes.** Pond has experience creating simple sets of site design building envelope standards that address how buildings are placed in relation to the street. This dramatically affects the livability and character of a district or neighborhood and will define character areas for the City. Additionally, we will examine the zoning ordinances to see how consistent it will be with the adopted Comprehensive Plan.

Planners at Pond have worked on comprehensive planning, zoning, and economic development efforts throughout the state and have collaborated on a number of these projects. We have internal GIS capabilities for both analysis, mapping and other graphics. We have an internal protocol on monthly reporting that keeps the client informed on level of effort expended so that adjustments requested by the client can be made with full information regarding impact on scope, if any. *Michelle Alexander, AICP will serve as Project Manager and lead the effort for economic development and intergovernmental coordination. Kerl Stevens will serve as Deputy Project Manager and also oversee land use. Daniel Cohen will serve as Principal-In-Charge of the project.*

Methodology

The Project Team understands that successful communities like Dunwoody need an integrated vision for the future and adequate procedures for carrying out this vision. This requires consensus building through open communication and recognition that a community's character comes from active participation of its citizens. The public must be engaged and well informed about the planning process to effectively provide their input. To successfully do this, the public needs to have data presented to them in a manner that is easy to understand and that invites interaction. The most effective way to gather this public input is through visual presentations using a variety of mediums that build upon the existing Community Participation Plan. *Pond suggests the City create a Steering Committee comprised of representatives from existing organizations, including business and home-owner organizations. This Steering Committee will work with the Project Team in a structured brainstorming session that will jumpstart the planning process.* We experience that the Steering Committee can help garner information as well as anticipate the response of the broader community so that we can best meet or manage expectations.

The Comprehensive Planning process is an opportunity for elected officials to listen to a spectrum of constituent concerns. The community visioning process used by this Team is designed to be collaborative, constructive and grounded in implementation. It is our intention that the document be used to inform the City's capital improvements program and provide clear policy directives for future decision makers.

To reach the citizens of Dunwoody effectively the comprehensive plan will be designed to be attractive, accessible and user-friendly. The graphic style will be influenced by local images and street scenes to reflect the energy and vitality of the City. Key themes and proposals will be presented on specially prepared maps that communicate with the local communities.

Where appropriate, Pond will utilize the strengths of several different types of software to *create 3D models of proposed character areas.* Various building shapes and dimensions will be modified to show the effect that issues such as bulk and massing have on the environment and citizens relationship to that built environment. Pond has the ability, for example to illustrate the effect that different exterior fenestrations have on the buildings and again, on how citizens might perceive that relationship. By animating a person on the sidewalk next to a building, the person viewing the model will be able to see what the visual experience would be of actually walking around the building.

Pond will export the model into Google Earth. Placing the model in the exact place in the world allowed citizens to see, for example, the shadows created by the height of the buildings. Changing the date and time, for example, can predict the effect that solar angles have on the surrounding neighborhood any month and any time during the year.

EXHIBIT C – SCOPE OF SERVICES



SECTION IV – PROPOSED SCOPE OF SERVICES

TASKS

Task 1.0: Development of a Formal Planning Process

The Pond Team will meet with City staff and key representatives to introduce the team, establish expectations, create the lines of communication, review data needs and any existing maps. We will also request names, titles, addresses, and phone numbers of relevant standing committees, and other influential City officials and stakeholders.

The Pond Team will work with City officials to finalize a detailed schedule which outlines the project organization and scheduling of milestones. The schedule will contain an estimate of start and completion dates, critical meetings and public outreach activities. Target dates for public meetings, monthly stakeholder meetings and work sessions will be secured to ensure overall project coordination. In conjunction with our QA/QC procedures, the Project Manager and City staff will establish protocol for all internal and external communication and coordination procedures.

Task 2.0: Preparation of a Community Participation and Involvement Plan

Under DCA Standards and Procedures for Local Comprehensive Planning, the consultant team will develop a citizen's involvement strategy referred to as the Community Participation Program (CPP). We want to assure the City, however, that the Project Team will use a variety of visualization techniques to encourage community participation. The process will include:

- A kick-off meeting with graphics;
- Community Visioning Workshops with supporting GIS maps and tools;
- A dynamic presentation of draft plan by the Project Team to the City.

The CPP will outline a series of mechanisms for public involvement and input during the plan. The program will contain the following objectives:

- Identify stakeholders;
- Identify participation techniques;
- Identify issues of community interest;
- Inform the community about growth and the planning process;
- Begin consensus building to maintain community support for the plan;
- Present the schedule for completion of the Community Agenda.

The Pond Team will recommend a local media strategy and will prepare press releases and announcements for local advertising mediums and City web site postings. Pond will prepare web content for the City to post. When completed, the Team will submit the draft document initially to the Steering Committee and staff for review and comment. Pond will make one revision to the document that incorporates these comments prior to the required public hearing.

Deliverables:

- *Community Participation Plan.*

Task 3.0: Format Community Assessment

The Community Assessment consists of two documents: a concise Executive Summary and a Technical Appendix containing supporting data and information stipulated by DCA Local Planning Requirements. According to the DCA Local Planning Requirements, the Community Assessment should be the baseline used to formulate the Community Agenda. The Assessment should:

- Analyze supporting data and information: We will analyze the County Assessment related to the City of Dunwoody regarding information for each of the items listed in Chapter 110-12-1- 07(1). Analysis will consider the following elements:
 - Population
 - Economic Development
 - Housing
 - Transportation
 - Natural and Cultural Resources



- Community Facilities and Services
- Land Use
- Intergovernmental Coordination
- Identify of issues and opportunities; the Joint Assessment contains a draft set of issues and opportunities which needs to be reviewed for current applicability.
- Coordinate with staff to determine any need for obtaining additional data
- Coordinate with staff regarding the Existing Land Use Map, as well as a map of recommended "character areas" within the community.
- Analyze City's consistency with Quality Community Objectives and identify areas of special attention.

Deliverables:

- *Formatted Community Assessment document for the City of Dunwoody and for posting on the web*

Task 4.0: Initial Public Hearing Process (Public Kick-off Meeting)

Once the Community Participation Program and the Community Assessment are completed, ideally with Steering Committee input, it will be presented at an initial public hearing (required by DCA). Following the transmittal hearing, Pond will prepare hard copies and digital files as specified in the RFP.

Pond staff and the members of the Steering Committee will conduct the initial Public Hearing/Kick-off meeting to accomplish the following objectives:

- Introduce the Comprehensive Plan process and purpose.
- Discuss scope of Community Agenda and role of community participation in the Comprehensive Planning process;
- Discuss relevant trends and issues identified in Community Assessment;
- Discuss consequences of unplanned growth, zoning, and how growth affects public;
- Review issues and opportunities identified in the Community Assessment;
- Discuss scope of the Visioning Workshops and role of public input.

Task 5.0: Prepare Draft Community Agenda

Pond will prepare draft Community Agenda as a single, integrated document with the following components:

- Final list of issues and opportunities to be addressed;
- Vision statements;
- Future Development Map delineating community character areas, including potential annexations;
- Narrative description for each character area with specific land uses and zoning categories; Quality Community Objectives related to each character area, and implementation measures to achieve the desired development patterns;
- Implementation Program including strategy and specific measures for achieving Community Vision and addressing Community issues and opportunities;
- Recommended policies, goals, and objectives;
- Short-term Work Program outlining a 5-year schedule of actions to implement Comprehensive Plan, including capital projects, estimated costs, timelines, responsible parties and potential funding sources.

Pond will submit copies of a draft of the Community Agenda to the Steering Committee for review and comment.

The use of visuals will be a significant part of the Community Visioning process, and therefore should be a part of the Community Agenda, as well. Graphic representations will be part of the Community Agenda and will include photos and GIS maps. The visuals included in the Community Agenda can later be used if the City's zoning ordinance is updated or other plans are created. While text descriptions can provide specifics about the design of future development, illustrations arm the public with graphic expressions of their collective vision, and help conceptualize the implications of various land-use scenarios.

Task 5.1: Community Workshops and/or Meetings

Pond, with assistance from City staff and the Steering Committee, will conduct a series of Community Agenda Workshops. Pond will then prepare a summary of workshop results. Sessions will be organized around interactive activities to include:

- Vision Statement (with alternatives);
- Characteristics and boundaries of future character areas (development);
- Issues and Opportunities.



▪ Policy Goals and Objectives

Task 5.2: Conduct Open House Presentation

Pond, with support from staff and Steering Committee, will conduct an open house to:

- Summarize planning process and role of community participation in the plan;
- Highlight Comprehensive Plan and recommendations;
- Receive and address public comments.

Open houses enable comfortable interaction and dialogue keyed from prepared, graphically pleasing program information. Attendees will be invited to view presentation graphics in detail and hold one-on-one discussions with Project Team members and City staff in attendance. Comment cards and e-mail input options will also be available.

Task 5.3: Steering Committee Final Review

Pond will meet with the Steering Committee to review the public's comments and discuss strategy for final adoption. Pond will incorporate the Short-term Work Program, as well as any additional comments, into a Draft Final Community Agenda for public release and review prior to the final required public hearing.

Task 6.0: Public Hearing Transmittal and Adoption

Before the Comprehensive Plan can be officially adopted, it must be reviewed by the ARC and the DCA. The purpose of the public hearing will be to authorize the draft Community Agenda to be sent to the agencies for review. Pond will present the Draft Final Community Agenda at a public hearing before the Mayor and City Council.

Deliverables:

- Presentation at City work session and then public hearing with elected officials;
- Digital copy of all materials presented at meeting;
- Errata sheet listing all incorporated revisions to the plan based on meeting;
- Following transmittal hearing, Pond will prepare hard copies and electronic files as specified in the RFP.

Task 6.1: Regional and State Review and Response

According to the Georgia DCA Local Planning Requirements, the ARC and DCA review process requires a minimum of 60 days and a maximum of 120 days. After comments are received from the ARC and DCA, Pond will make required revisions to the plan to address their comments.

Task 6.2: Adoption

Once the ARC and DCA approve of the plan, Pond will support staff in the presentation of the Final Plan to the City Council for their adoption.

Deliverables:

- Presentation at a City Council meeting.
- Digital copy of all materials presented at the meeting.
- An errata sheet listing all incorporated revisions to the plan (if needed).

Task 6.3: Preparation of Final Deliverables

Following the final adoption of the plan, Pond will prepare one CD with digital files of the text, graphics, and maps. Pond will prepare final hard copies of the Adopted Community Agenda.

Deliverables:

- Twenty-five (25) color copies and one electronic copy on CD of the final approved document as specified in the RFP.
- One CD with digital files of text, graphics, and maps included in the Adopted Comprehensive Plan in MS Office and Adobe PDF formats.

EXHIBIT D – DELIVERABLES

DELIVERABLES ASSOCIATED WITH THIS CONTRACT AGREEMENT:

SEE EXHIBITS “A” AND “C”

EXHIBIT E – SCHEDULE OF TIME OF PERFORMANCE OF WORK

4. TIMEFRAME

City of Dunwoody Comprehensive Plan Proposed Schedule Feb. 09 - Dec. 09

TASK ITEM	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Project Mgt Plan											
Client Kick-Off (bi-monthly thereafter)	*										
Assess existing data											
Community Outreach networks											
Establish dates & protocol											
Obtain PH schedule & ads											
Community Assessment (CA)											
Data Collection											
Data Analysis											
Existing Land Use											
Areas Req. Special Attention											
Character Areas											
Quality Community Objectives											
Supporting Data											
Exec Summary & Tech Addendum											
Draft to Steering Committee and City											
Document Production											
Public Hearing #1 (CA & CPP)				*							
Transmittal DCA (with Resolution)				*			*				
DCA Review (60-120 days)											
Community Agenda (CA)											
Draft (CP & CP Plan)											
Establish Steering Committee/Stakeholder List											
Comm. Meetings **											
Interviews and/or Focus Group											
Community Agenda (CA)											
Issues and Opportunities											
Vision and Policy Objectives											
Future Development Map											
Future Development Narrative											
STWP/Implementation Plan											
CTE coordination (if Add-service)											
Draft											
Public Hearing #2 PC (CA)											
Public Hearing #3 Council (CA)											
City Transmit DCA (60 day approval)											

* Desired Task or Meeting

** DCA prefers no public input until CA & CP Plan are revised

EXHIBIT F – COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES



PART II. COST OF SERVICES

City of Dunwoody Comprehensive Plan
Estimated Lump Sum Cost to Complete Project As Outlined In the Proposal: \$100,000

Schedule of Charges for Additional Services (Broken Down on an Hourly Basis):

Impact Fees Assessment & Capital Improvement Plan (Ross+associates)	\$150/hour (blended rate)
Transportation Modeling & Analysis (Arcadis)	\$150/hour (blended rate)
Additional Meetings	\$115/hour (blended rate)

EXHIBIT G – CERTIFICATION OF CONSULTANT – DRUG-FREE WORKPLACE

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of **Pond & Company,** (“Consultant”), whose address is

_____,
_____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Consultant’s employees during the performance of the Agreement; and
- (3) Each subcontractor hired by Consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Consultant shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Consultant, _____ certifies to Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONSULTANT:

Date: _____ Signature: _____
Title: _____

EXHIBIT H – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
CERTIFICATION

CERTIFICATION OF CONSULTANT

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of **Pond & Company,** (“Consultant”), whose address is

_____, _____.

Consultant hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” accessed at <http://www.dol.state.ga.us>, as further set forth below.

Consultant agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Consultant understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Consultant understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Consultant, and to document Consultant’s compliance with the Act, the undersigned agrees to initial one of

the three (3) lines below indicating the employee number category applicable to Consultant, and to submit the indicated affidavit with the Contract Agreement if the Consultant has 500 or more employees.

Consultant has:

- _____ 500 or more employees [Consultant must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Consultant must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Consultant must begin work eligibility verification by July 1, 2009].

Consultant further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Consultant to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Consultant agrees to obtain from any subcontractor that is employed by Consultant to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Consultant agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Consultant agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONSULTANT:

Date: _____

Signature: _____

Title: _____