

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Jessica Guinn

**Date:** September 11, 2017

**Subject:** **RFQ 17-04 Arts and Culture Master Plan**

---

### **ITEM DESCRIPTION**

The RFQ review committee recommends awarding RFQ 17-04 to CivicMoxie.

### **BACKGROUND**

After a number of meetings of arts and cultural stakeholders in the City in 2015, an Arts and Culture Steering Committee was formed to lay the groundwork to embark on a planning process to guide future arts and cultural initiatives in Dunwoody. This steering committee, including citizen and business representatives, as well as City staff, met to review plans and initiatives of other jurisdictions in the Atlanta region and beyond, and to envision what a similar arts and cultural master plan might look like for Dunwoody. A Request for Qualifications (RFQ) was prepared with input from the steering committee, outlining the required scope of services, deliverables, and consultant qualifications.

The Arts and Culture Master Plan will serve as a policy guide covering a twenty year planning period. It will identify existing service providers and facilities within the City, current and future needs, and provide a framework to collaborate the efforts of existing and future arts and cultural entities in order to offer a variety of meaningful opportunities for Dunwoody residents, businesses and visitors to participate in arts and cultural offerings for generations to come.

Qualifications were solicited for qualified consultant teams to provide professional services for the Arts and Culture Master Plan. In total, eight teams of consultants responded to the RFQ. Each of the responses were reviewed and scored in accordance with the evaluation criteria established within the RFQ by the RFQ review committee, including the Assistant City Manager, Economic Development Director, Community Development Director, Parks Director, and Dunwoody Convention and Visitors Bureau Director. The top three teams, based on scored of the submittals, were invited to give a presentation to the review committee. Those presentations were scored and the top three teams were invited to give a presentation to the selection committee. After the presentations, the scores for the top three teams were re-evaluated taking into account each presentation. Scoring is summarized below:

Rank	Firm	Preliminary Score based on RFQ Response (500 max)	Final Score after Interview (500 max)	Fee Proposal
1	CivicMoxie	399	470	\$99,775
2	Lord Cultural	430	400	\$72,420
3	Cultural Planning Group	399	349	\$123,880
4	Designing Local	389		
5	Cooper Carry	358		
6	Sizemore Group	336		
7	Bronner	267		
8	PGAL	252		

As reflected above, CivicMoxie was the highest scoring firm after the presentations. Upon conclusion of the proposal evaluations and presentations, the Purchasing Manager requested a best and final offer from CivicMoxie to perform the required scope of services, with the final fee submitted at \$85,590. Based on technical qualifications and the project approach proposed by the firm, the selection committee recommends selection of CivicMoxie with a fee of \$85,590.

#### **RECOMMENDED ACTION**

Staff recommends that the City Council award the Arts and Culture Master Plan to CivicMoxie at a total cost of \$85,590, and authorize the City Manager to execute the necessary documents upon review of the City Attorney.

REQUEST FOR QUALIFICATIONS  
RFQ 17-04  
CITY OF DUNWOODY  
ARTS AND CULTURE MASTER PLAN

The City of Dunwoody, hereinafter called the City, seeks design consulting firms to provide professional engineering and related services for RFQ 17-04 Arts and Culture Master Plan Development.

The City intends to select a qualified professional plan development firm through the qualification based selection process, and intends to execute a professional agreement with the selected firm for services to be provided.

Sealed Statements of Qualifications for Purchasing RFQ 17-04 will be received and reviewed by the City. Service providers whose qualifications meet the criteria established in the Request for Qualifications, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on qualifications. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City at any time during this process.

To be considered for selection, a statement of qualifications must be submitted in a sealed package, clearly marked RFQ 17-04. The submittal must include one (1) printed and signed unbound original, four (4) bound copies, and one (1) electronic copy in PDF on a cd or thumb drive and **shall be submitted no later than 2:00pm, July 20, 2017.** (Qualifications will not be accepted by facsimile or e-mail). Any submittal received after the time and date specified will not be considered, but will be returned unopened.

**Questions regarding submittals should be directed to the Purchasing Manager, Mr. John Gates, [john.gates@dunwoodyga.gov](mailto:john.gates@dunwoodyga.gov) no later than 2:00pm July 10, 2017.** Proposals are legal and binding when submitted.

## Background

Incorporated in 2008, Dunwoody, Georgia is located just north of the City of Atlanta, and serves as home to nearly 50,000 residents, as well as a major regional employment center and destination. Through the years, several organizations have provided arts and cultural programming within the Dunwoody community, including existing Memoranda of Understanding with the Spruill Center for the Arts, Stage Door Players, Chattahoochee Handweavers Guild, and the Dunwoody Nature Center, as well as a multitude of cultural, religious and educational entities. At this time, the City of Dunwoody (“City”), Georgia is seeking proposals from qualified professionals to prepare the City of Dunwoody Arts and Culture Master Plan (“Plan”), which will serve as a policy guide covering a twenty year planning period. The Plan will identify existing service providers and facilities within the City, current and future needs, and provide a framework to collaborate the efforts of existing and future arts and cultural entities in order to offer a variety of meaningful opportunities for Dunwoody residents, businesses and visitors to participate in arts and cultural offerings for generations to come.

## Scope of Work

At a minimum, the Scope of Work shall include:

### Assessment of Existing Programs and Facilities

- Review existing documents, which may include the Parks and Recreation Master Plan, Comprehensive Plan, strategic plans of existing Dunwoody arts and cultural organizations, and additional documentation as may be provided by the Dunwoody Convention and Visitor’s Bureau and Dunwoody Perimeter Chamber.
- Inventory and assessment of existing and planned public and private performing and visual arts venues, and other community facilities providing facilities for arts and cultural programming.
- Interview representatives of existing providers of arts and cultural programming within the City, as identified by the City, to gain an understanding of current programs, as well as current and future needs.
- Identify cities of similar size and character, within the Atlanta Region, nationally, and internationally to serve as “benchmark” cities. Provide a comparison of arts programming, facilities, and organizational structures of these benchmark cities.
- Review arts and cultural programs and facilities in surrounding communities.
  - What programs and facilities are available regionally?
  - Which of these programs and facilities are being utilized by Dunwoody residents and visitors?
  - In light of existing programs and facilities in the City and the surrounding region, what is missing? What gaps in service exist?

### Outreach

- Along with City project manager, identify key stakeholders for the Arts and Culture Master Plan (may include elected officials, business leaders, neighborhood leaders, non-profit representatives, etc.) to be interviewed in order to assess current and future needs. Key stakeholders include, but shall not be limited to:
  - Non-profit Organizations
  - Arts Organizations
  - Convention and Visitor’s Bureau
  - Dunwoody Perimeter Chamber



- Regional and State Entities
- Area Public and Private Schools
- Universities including, but not limited to, Georgia State University Perimeter College
- Music Programs
- Library
- Faith-based Organizations
- Festival and Event Organizers
- Conduct a minimum of three public meetings during the course of the planning process.
- Offerors should propose additional outreach methods based on previous experience, particularly less “traditional” tools and opportunities for outreach. Examples may include engaging the public through other community events, collaboration with existing arts and cultural service providers, online and print media, surveys, etc. Dunwoody has a diverse population, including residents of all ages, lifestyles, and cultural backgrounds. The successful offeror will propose an innovative public engagement process in order to encourage meaningful participation from a broad spectrum of residents and stakeholders.
- The goals of the outreach efforts are to promote open dialogue within the community about the City’s current and future arts and cultural offerings, to educate Dunwoody residents and other stakeholders on the Arts and Culture Master Plan process, identify the needs and wants of the Dunwoody community with regard to arts and cultural programs and facilities, solicit feedback on Plan recommendations, and present the final Plan document to the community.

#### Recommendations and Implementation Plan

- Review regional, national and international best practices and include in the report as appropriate.
- Based on the aforementioned assessment and outreach processes, provide recommendations for both existing and future arts and cultural programs and facilities in order to meet the needs of City residents, businesses, and visitors for the next 20 years. A clearly defined action plan should be outlined, including both short-term (five year or less) and long-term (more than five years) steps. Recommendations should
- Determine financial resources that will be required in order to achieve the recommended programs and facilities, as well as a strategy to obtain the necessary funding. Include within this strategy creative financing mechanisms, potential revenue sources, including public and private opportunities beyond local tax revenue, and programs and facilities that may generate revenue to offset expenditures. Realistic short and long-term funding goals should be identified.
- Recommend an approach to establishing a public art program in the City. This should include potential locations for public art, an application process and evaluation criteria for selection of public art, owning vs. borrowing public art, and financing mechanisms.
- Determine a strategy to connect the various arts and culture service providers and entities in order to maximize collaboration, provide frequent and diverse arts and cultural opportunities, and enhance overall quality of life for City residents and businesses and experience for visitors.
- Moving forward, an entity such as an arts council will be needed to guide the implementation of the Arts and Culture Master Plan and to champion City arts and cultural efforts. The Master Plan should define that entity, including organizational structure, membership, roles and responsibilities, etc., as well as the necessary steps to establish this entity.

### **Deliverables**

The selected offeror shall provide, at a minimum, the following work products:

- Planning and facilitation of stakeholder interviews, public meetings, focus groups, and other outreach efforts, including preparation of public notices and advertising to be disseminated via print and online resources, presentations and visual displays, and meeting notes.
- Tools for data collection and gathering public input, including any questionnaires, surveys, etc., as well as analysis of data collected.
- Monthly progress reports to be submitted to the City project manager.
- Draft report for review and feedback.
- Final Plan report with detailed assessment, synopsis of public input, key recommendations, funding alternatives, and the implementation plan, including action items, framework for establishment of the arts council or similar entity, cost estimates, and timeline.

### **Desired Consultant Qualifications**

The successful offeror will propose an innovative and detailed approach to completing the required scope of services, and will have proven experience regionally, as well as nationally and/or internationally with successfully delivering similar projects. Offerors should include specific examples of similar projects previously completed, along with evidence of successful implementation. The Dunwoody Community includes a broad spectrum of interested stakeholders, each with unique priorities and goals. Project success will be largely dependent upon the ability of the selected consultant to bring consensus among the various stakeholders in order to set forth a plan that will be embraced by the community and deliberately implemented.

## PROPOSAL CONTENTS

Each proposal shall include a Title Page and a Table of Contents. The Title Page should identify the project; the name of the firm, name of the firm's primary contact, address, telephone number, fax number and email address.

Each proposer shall document its staff, experience and qualifications by describing the contractors experience with similar projects and the manner in which it plans to manage and staff the awarded contract, including the resumes of key and critical personnel and company organization chart to successfully complete the project objectives.

Firm's Qualifications – List those projects your firm has completed within the past three (3) years that are similar to that requested by this RFQ. Special attention should be given to projects your firm has completed for other governmental entities. Include company name, address, person(s) to contact, telephone number, a brief description of the project completed and date completed;

Summary of experience, including the number of years of relevant experience and representative project experience with project name, client and date performed;

Description of any specialty equipment or capabilities;

Other supporting documentation which demonstrates the ability to successfully perform the work;

Approach: If your firm does not intend to provide all services in-house and the work is to be sub-contracted, the firm must provide the list of contractors they plan on using and clearly indicate which services each would perform. The proposal may include approaches used on previous similar projects or provide unique methods used successfully on similar projects.

Capabilities: In addition to the answers to specific questions above, the City of Dunwoody is interested in the reasons you believe your firm should be selected to provide professional services to the City. Specifically, the City is interested in the unique capabilities of your firm. Outline for us the benefit the City would receive if your firm is selected. This section should include the following elements:

Current and projected workload

Ability and capability to perform the services in a timely manner

Innovative ideas / approaches unique to your firm

Other information the respondent may deem advantageous to demonstrate understanding and approach to the Work.

Each proposer is required to include three (3) verifiable references. Each proposer shall include qualifications, resumes, and any other materials for similar contracts.

Quality Assurance: Briefly describe the in-house procedures that will be used to ensure the accuracy and integrity of the work effort and field services.

Required forms (acknowledgement of agenda, etc.)

The **cost proposal** should be submitted in a **SEPARATE**, sealed envelope from the technical proposal. Do not include the Cost Proposal Form in the technical proposal. *[Including cost information in your technical proposal may result in your proposal being deemed non-responsive.]*

## EVALUATION OF PROPOSALS

The City's staff will review all SOQs submitted. After reviewing the proposals, staff may, at its discretion, invite to interview and demonstrate performance (at proposer's expense at the City's site) one or more of the proposers whose proposals appear to best meet the City's requirements. The purpose of such an interview would be for all proposers to elaborate upon their proposal before a recommendation for ranking of the proposals is made. Interview responses, and demonstration performance, along with the written proposal and samples (if any), will become part of proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

The City, in its discretion, may award the Contract(s) to the responsible and responsive proposer(s) submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

Copy of business license and proof of being in business at least seven (7) years.

Name and telephone number of the firm's (consultant's) designated contact.

Project Personnel: Provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and in fields necessary to complete this proposed work.

Similar Experience: List and describe your firm's projects worked on in the past five years that best match the scope and intent of the various projects. Identify unique constraints or challenges associated with those projects and how you addressed those in order to deliver a successful project. The City may request samples of comparable work during the proposal review process.

Verifiable references of similar projects.

The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

<b>Qualifications of the firm including transmittal letter information and past similar experience --</b>	<b>25%</b>
<b>Qualifications of staff –</b>	<b>25%</b>
<b>Approach –</b>	<b>10%</b>
<b>Capabilities, current and projected workload, ability and capacity to provide services in a timely manner --</b>	<b>20%</b>

References --	10%
Quality Assurance --	10%

Service providers whose qualifications meet the criteria established in the Request for Qualifications, at the sole discretion of the City, may be considered for Contract award by participation in the completion price negotiation. The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

**STATEMENT OF QUALIFICATIONS FORM**  
**RFQ 17-04**  
**ARTS AND CULTURE MASTER PLAN**

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

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents (available at [http://dunwoodyga.gov/index.php?section=for\\_businesses\\_doing\\_business\\_with\\_the\\_city\\_procurement\\_opportunities](http://dunwoodyga.gov/index.php?section=for_businesses_doing_business_with_the_city_procurement_opportunities)) and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFQ 17-04 Arts Master Plan, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

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

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

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

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

Company

Name: \_\_\_\_\_

Work is to commence on or about September 1, 2017. This contract shall be for one year with a one year City option for extension.

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

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

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

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

The Proposer agrees to provide all work described in this document.

Legal Business Name \_\_\_\_\_

#4.

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_



## INSURANCE REQUIREMENTS

**Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:**

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - Bodily Injury by Accident - \$1,000,000 each accident
    - Bodily Injury by Disease - \$1,000,000 policy limit
    - Bodily Injury by Disease - \$1,000,000 each employee
2. Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage  
Owner's and Contractor's Protective
  - (b) Blanket Contractual Liability
  - (c) Blanket "X", "C", and "U"
  - (d) Products/Completed Operations Insurance
  - (e) Broad Form Property Damage
  - (f) Personal Injury coverage
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, and hired vehicles
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

#4.

Certificate Holder should read:

City of Dunwoody

41 Perimeter Center East, Suite 250

Dunwoody, GA 30346

## **GENERAL CONDITIONS**

These Instructions will apply unless a particular item is specifically addressed in the solicitation document or not relevant to the particular type of good or service.

### **1. SCOPE OF WORK**

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

### **2. REGULATIONS**

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

### **3. WORK HOURS**

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

### **4. CONTRACTOR'S PERSONNEL**

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractors' employees shall wear (when appropriate) neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Specification.
  - 4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
  - 4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
  - 4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
  - 4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

**5. ITEMS PROVIDED BY THE CITY**

- 5.1 Work Location. It shall be the sole responsibility of the Contractor to provide for project team work locations.
- 5.2 Uninterruptible Power Supply (UPS). It shall be the sole responsibility of the Contractor to provide for project team all necessary UPS.
- 5.3 Printers. It shall be the sole responsibility of the Contractor to provide for project team all necessary printers.
- 5.4 Office Space. It shall be the sole responsibility of the Contractor to provide for project team all necessary office space.
- 5.5 Utility Services. It shall be the sole responsibility of the Contractor to provide for project team all necessary utility services.
- 5.6 Employee Parking. It shall be the sole responsibility of the Contractor to provide for project team all necessary parking.

**6. TOOLS AND EQUIPMENT**

It shall be the sole responsibility of the Contractor to provide for project team all tools, parts and equipment necessary to perform work under this Contract.

**7. PERFORMANCE REQUIREMENTS**

- 7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 7.2 The Contractor's personnel shall perform work in a neat and professional manner, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- 7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative.
- 7.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.
- 7.6 The Contractor will make a reasonable effort to reply to e-mails and phone calls from City personnel within 1 business day. When a response is anticipated to take more than 1 business day to prepare, the Contractor will acknowledge the request immediately and provide an estimated time to deliver the complete response. In addition, the contractor shall make every reasonable effort to respond to formal written communication from the City within 3 business days of receipt.

**8. CONFIDENTIAL INFORMATION**

- 8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.

- 8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- 8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

**9. USE OF PREMISES**

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

**10. SAFETY AND PROTECTION**

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

**11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES**

- 11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due

amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

- 11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 41 Perimeter Center East, Suite 250, Dunwoody, GA 30346.

## **12. COMPLIANCE WITH LAWS AND REGULATIONS**

- 12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of the Official Code of Georgia Annotated and relevant State Rules and Regulations.

## **13. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

## **14. INDEMNIFICATION AND INSURANCE**

- 14.1 The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City

agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- 14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.



- 14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

- 14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

- 14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

- 14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

- 14.7.4 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

- 14.7.5 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 15.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

## **15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE**

- 15.1 A surety Bond/Letter of Credit is not required for this Contract.
- 15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

## **16. CONTRACT ADJUSTMENTS**

- 16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

- 16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

## **17. SUBCONTRACTORS**

- 17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.
- 17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

## **18. DEFAULT AND TERMINATION**

- 18.1 In the event that:
- 18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
  - 18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
  - 18.1.3 the Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
  - 18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

- 18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
  - 18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
  - 18.1.7 There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
  - 18.1.8 The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.
- 18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed

hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the vent of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

#### **19. CITY'S AUTHORIZED REPRESENTATIVE**

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative and an Assistant Representative designated to serve in that capacity in the absence of the CITY'S AUTHORIZED REPRESENTATIVE, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CITY'S AUTHORIZED REPRESENTATIVE have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

#### **20. ASSIGNMENT**

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

#### **21. NOTICES**

- 21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- 21.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA  
ATTN: City Manager  
41 Perimeter Center East, Suite 250  
Dunwoody, GA 30346

21.3 Either party may change its notice address by written notice to the other given as provided in this section.

## **22. NONDISCRIMINATION**

22.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

22.1.1 Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

22.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in

addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

## **23. COPYING DOCUMENTS**

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

## **24. GENERAL PROVISIONS**

- 24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.
- 24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 24.6 The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 24.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 24.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 24.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 24.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 24.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.
- 24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by



the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

- 24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 24.16 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the

Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

- 24.17 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 24.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 24.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 24.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 24.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 24.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- 24.23 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 24.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.
- 24.25 Contractor must adhere to the City's Travel Policy.

\* \* \* \* \* END OF GENERAL CONDITIONS \* \* \* \* \*

## RFQ 17-04 Addendum 1

### Questions and Answers

1. Under Outreach, the RFQ includes “Conduct a minimum of three public meetings.” Is it expected that all of these would take place in Dunwoody, or would you consider one to be in an area from which Dunwoody attracts visitors? **The goals of the outreach efforts are to promote open dialogue within the community about the City’s current and future arts and cultural offerings, to educate Dunwoody residents and other stakeholders on the Arts and Culture Master Plan process, identify the needs and wants of the Dunwoody community with regard to arts and cultural programs and facilities, solicit feedback on Plan recommendations, and present the final Plan document to the community. The successful offeror will propose an innovative public engagement process in order to encourage meaningful participation from a broad spectrum of residents and stakeholders. (This is essentially directly from the scope defined in the RFQ. The public meetings are intended to engage Dunwoody residents and local stakeholders, so it would seem most appropriate that those meetings should take place in Dunwoody. If a consultant brings some innovative approaches to the table we would certainly be open to considering them)**

2. Is there existing audience demographic information? What percentage of your cultural audience currently comes from Dunwoody versus other locations in the Atlanta region? **The answer to this from a City perspective is no, but we would expect some of the arts groups in the area, as well as maybe CVB, might have some info they could share.**

3. Under Assessment of Existing Programs and Facilities, the RFQ mentions “benchmark cities.” Have these “benchmark cities” already been identified, or is that open to discussion with the selected consultants? **Benchmark cities have not been identified and would be identified through discussion with the selected consultants.**

4. Under Recommendations and Implementation Plan, bullet #2, there is a concluding sentence that reads “Recommendations should.....” Is there a conclusion to that sentence? **Recommendations should... should be removed**

5. The RFQ mentions monthly reports to the City Project Manager. Who is that? And, is that person the ongoing staff contact for the consultant team? **A city project manager will be identified and will be the ongoing staff contact for the consultant team.**

6. Is there a guiding task force or steering committee already set up for this planning process? **There is an Arts and Culture Steering Committee that has been involved in initial discussions about the goals of the plan. This is a small group of citizen, business,**

and nonprofit stakeholders. The role of this committee through the planning process will be determined through discussion with the selected consultant.

7. What is the budget range for this project? **There is no budget currently identified for the project, but funding is available to complete the project.**

8. What GIS or mapping capabilities does the City have for use by the consultant, if any? **Proposers should assume responsibility for all tasks and services required to complete the specified scope of services.**

9. Does the City have an existing platform for outreach? We noticed a city website, and in the methodology for the Comprehensive Plan, they note community meetings announced through the website and also e-surveys were done. Has the City captured email addresses of respondents from previous efforts? **We have a database of 13,000+ e-news alert subscribers as well as social media followers. We can connect through the citizen engagement online portal (for surveys, feedback, etc.) and inform community members of events and initiatives through the website and via advertising.**

10. As this is an RFQ, what pricing information are you asking for? There is no information in the "Proposal Contents" section, but then on page 6, a cost proposal is noted to be sent in a separate package. Is there a cost proposal form? **Proposers should provide cost proposal form noting any deducts or contingencies separately, if any.**

11. Is Perimeter CID a stakeholder? **Identification of stakeholders is included within the required scope of services, as outlined in the RFQ.**

12. Can previous implemented projects include ones of similar scope and purpose? **Yes**

13. Can previous studies include ones of similar scope and purpose? **Yes**

14. Has a budget been established? If so can it be disclosed, or can you provide us a range? **There is no budget currently identified for the project, but funding is available to complete the project.**

15. Is there a page limit to the proposal? **No.**

16. What is the mailing address for the proposal submittal? **41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346**

17. In the cost proposal, would you like travel and related expenses itemized, or built into the total cost of the work? **Yes, built into the total cost of the work.**

18. Has the city established a consultant's budget for this project? **There is no budget currently identified for the project, but funding is available to complete the project.**
19. What City department will be managing this project? **This initiative will include several City departments, with Parks and the City Manager's office taking the lead.**
20. Does the City have a formal cost proposal form or shall we provide our own format? **See number 10.**
21. Does the City currently have the funding mechanism to organize and operate a culture/arts program? **The scope of services for the consultant includes identifying potential funding mechanisms.**
22. What is the impetus/purpose for the City's desire for an arts and culture master plan? **There are currently several nonprofit organizations providing arts programming in the City, some utilizing City facilities. The drive to create an arts and culture master plan is to better coordinate and support existing and future arts and culture initiatives within the City.**
23. What is the anticipated start and completion dates? **The anticipated start date will be Fall 2017. The project is expected to be completed in a timely manner, based upon the approach and schedule agreed upon by the City and selected consultant.**
24. Does the City follow government per diems for travel costs? **This will be negotiated with the selected consultant.**
25. Will the City create a steering committee of task force to work with the consulting team throughout the project? **Identification of stakeholders is included within the scope of the RFQ. There is an Arts and Culture Steering Committee that has been involved in initial discussions about the goals of the plan. This is a small group of citizen, business, and nonprofit stakeholders. The role of this committee through the planning process will be determined through discussion with the selected consultant.**
26. Clarification: There is a request for project experience within the last three years and, in a different section of the RFP, a request for experience within the last five years. Please clarify. **Representative experience within the last five years will be acceptable.**



# PROPOSAL TO THE CITY OF DUNWOODY ARTS AND CULTURE MASTER PLAN

JULY 20, 2017

**CivicMoxie**<sup>®</sup>  
experts in place



CivicMoxie, LLC

Arts and Cultural Planning, Urban Design, Placemaking, Land Use Planning  
One Holden Street, Suite 218  
Brookline, MA 02445  
Susan Silberberg, APA  
Phone: 617-739-6694 | Email: susan@civitmoxie.com





20 July 2017

Mr. John Gates, Purchasing Manager  
41 Perimeter Center East, Suite 250  
Dunwoody, Georgia 30346

Dear Mr. Gates,

I am pleased to submit our proposal for planning services for the Arts and Culture Master Plan for the City of Dunwoody. It's both an active and a challenging time for arts and culture in the United States, and we are excited about helping you think about leveraging existing arts and cultural initiatives and activities to create a robust framework for the arts in the city that draws from local strength and regional assets.

This is an ideal time for Dunwoody to create an Arts and Culture Master Plan, building on the City's existing relationships and MOUs. Dunwoody's local and regional assets include a diverse array of arts, historical, cultural, and heritage venues and activities. Creating a master plan that embraces these assets can help the City seek grants, form lasting collaborations, and provide the best offerings to its residents. Cultural plans illuminate assets and help cities attract businesses, arts clientele, residents seeking creative communities in which to live and work, and visitors. We are in a time when practitioners, public officials, and researchers have come to understand and appreciate that arts and culture do not sit apart from economic and community development; but rather, that they are intrinsically woven into the fabric of our cities and contribute significantly to economic and community development. The 2013 Brookings Institution publication *Creative Communities: Art Works in Economic Development* is a good example of the current efforts to embed our thinking about arts and culture within a larger framework of creative communities. Sponsored by the NEA, this collection of essays by economists and top researchers in the field seeks to define the economic impact of the arts and creative communities beyond traditional measures. This report is a strong indicator of where the field is heading—towards an inclusive definition of arts, culture, and creativity that is rooted deep within city policies and that is threaded across initiatives and funding efforts.

This is good news for Dunwoody. An Arts and Culture Master Plan can call attention to and keep pace with all the city has to offer. The City will be in a strong position to move to the next level by establishing deeper formal relationships with key stakeholders in the community, setting shared goals and aspirations, and marshaling new resources to execute a community-endorsed cultural plan. We are up for the task to help you!

CivicMoxie is a nationally-recognized firm with expertise in arts and cultural planning and research, placemaking, urban design, and community revitalization and implementation strategies. What sets us apart is our firm belief that the starting point for any planning process is understanding and deploying the local capacity, interest, and resources necessary to take action and see results. I founded CivicMoxie after years of seeing designers and planning firms believe their work was done when the plan went to press. We don't believe our clients should be satisfied that they have invested time, money, and political capital into plans that gather dust on shelves so we spend a lot of time, beginning on Day One, thinking about local capacity, interests, and resources and how they can be deployed for maximum impact. CivicMoxie's direction and philosophy are also informed by my recent MIT publication *Places in the Making*, a go-to source for placemakers, as well as by my practice, international speaking, and MIT teaching.

I will serve as the project lead for the team. As a city planner, urban designer, architect, author, and former MIT Lecturer, I bring a unique blend of arts and culture research, work with arts organizations, and professional planning experience to clients and communities. I am currently leading the cultural planning process for Portland, Maine and recently finished the



Arts + Cultural District Master Plan for a new district in New Rochelle, New York. I am also leading the Art Walk project, a new initiative to establish a public art trail in New Orleans that includes temporary and permanent art works. From 2008 to 2011, I was the Associate Director of the MetLife Innovative Space Awards and worked with more than 150 arts and cultural institutions nation-wide to identify best practices in the creation of affordable artist space and community engagement. Our program was a part of the Ford Foundation Space for Change arts and community initiative. That experience gives me deep insight into what arts and cultural organizations need and the challenges they face. I have also seen extraordinary examples of innovative partnerships and funding.

Alison LeFlore, AICP will be project manager on the team and offers an energetic, detail-focused approach to planning that is unrivaled in any planning office. She has worked on and managed planning projects throughout the eastern United States and focuses on downtown and neighborhood master plans, comprehensive planning, and urban revitalization efforts.

Our team at CivicMoxie will explore the full range of possibilities for the Arts and Culture Master Plan for Dunwoody. I am also personally excited about returning to the south. I lived for seven years in Alabama and then Atlanta, so I offer a unique blend of local knowledge and national best practices.

Arts and culture do not exist in a vacuum. We believe it is essential to look at the diversity of people, artistic practices, physical environment, economic assets, financial resources, and organizational and leadership capacity to understand synergies and identify ways to leverage limited resources to achieve ambitious goals. We look forward to working with you and all of the stakeholders to create a master plan that supports local artistic and cultural practices. The plan should enhance the creative community of the city, contribute to community and economic development, celebrate diversity, and enhance quality of life for all residents.





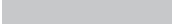
Please understand that all of our projects are ongoing conversations with our clients. This proposal represents our first take at our understanding of the arts and cultural master planning process for Dunwoody and we are eager and open to sitting down with you to refine the work plan and budget to suit your needs. I can be reached at 617-739-6694 ext 403 or [susan@civcmoxie.com](mailto:susan@civcmoxie.com).

Regards,



Susan Silberberg, APA  
Principal

# TABLE OF CONTENTS

	<b>PROPOSAL OVERVIEW</b>	<b>7</b>
	<b>APPROACH</b>	<b>13</b>
	THEME #1: ARTICULATE A COMPELLING CASE FOR ARTS AND CULTURE	17
	THEME #2: EMBRACE CULTURE WITH A LOWER CASE “C”	18
	THEME #3: EVERYONE IS AN “ACTOR”	19
	THEME #4: DEFINE SUCCESS AND MEASURE IT	20
	<b>WORK PLAN + SCHEDULE + ORGANIZATION CHART</b>	<b>25</b>
	<b>TEAM + EXPERIENCE</b>	<b>31</b>
	TEAM MEMBERS	33
	FIRM INFORMATION	36
	SELECTED PROJECTS	38
	<b>RESUMES</b>	<b>47</b>

*“CivicMoxie believes good plans build in action from the start. Planning processes that recognize community interests and capacity jumpstart implementation and ensure that resources are used wisely. We do this by focusing on connectivity of people, interests, and ideas.”*

- Susan Silberberg, CivicMoxie



## PROPOSAL OVERVIEW



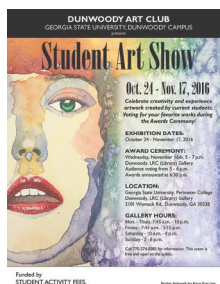
## PROPOSAL OVERVIEW

For the first time, the City of Dunwoody will be creating an Arts and Culture Master Plan. The city is already humming, with a rich assortment of local and regional cultural assets, including a variety of arts, historical, cultural, and heritage venues and activities. A master plan can create a compelling case and story for why these efforts and organizations matter to the city, call attention to the riches of Dunwoody, identify potential partnerships, MOUs, grant possibilities, and attract businesses, arts clientele, residents, and visitors to Dunwoody.

An inclusive cultural plan also supports an image that is welcoming to businesses and visitors; we know from research and trends that creativity in all its forms supports the high quality of life and interesting places that attract residents and businesses that value creative communities, the arts, and creative entrepreneurs and professionals.

In the pages that follow, we offer our approach and proposed work plan to conduct a planning process that yields results that can swiftly move to action and capitalize on the confluence of current efforts in Dunwoody. We emphasize actions as well as planning and believe that programming, connections, social and political capital, and collaborations are essential elements for ongoing success. Our Work Plan emphasizes interaction and collaboration with the proposed stakeholder group to set the overall tone and pace of the planning process and to offer important feedback and guidance. Additionally, we propose four larger public meetings. We can even suggest engagement methods that eschew meetings altogether, or could replace a couple of the public meetings, in an attempt to attract new people (teens, young adults, immigrants, busy families, etc.) and allow the community to participate in new ways and on their own terms.

Community and public outreach is important. Listening carefully is one of the most important things we do as planners. The creation of an Arts and Culture Master Plan for Dunwoody should be a celebration of the city and region and its people and institutions while creating a framework for growth and new opportunities. In the end, our plan must also be “owned” by the Dunwoody community. Rooting our work in the varied cultures and creative practices of your community is key to the plan’s success.



*Dunwoody is beginning with an advantage - a number of strong visual arts, performance arts, cultural, and other organizations are already flourishing. An Arts and Culture Master Plan can set the goals for the next twenty years and articulate the strong synergy between creative culture, community, and economic development.*



## OUR PROJECT THEMES

Our preliminary understanding of the possibilities for the Dunwoody Arts and Culture Master Plan has led us to an early understanding of the goals and concepts that will drive this planning process. We have organized this proposal around four major themes we believe will be prevalent in creating the first Arts and Culture Master Plan for Dunwoody:

**Theme 1: Articulate a compelling case for art and culture**

**Theme 2: Embrace culture with a lower case “c”**

**Theme 3: Everyone is an “actor”**

**Theme 4: Define success and measure it**

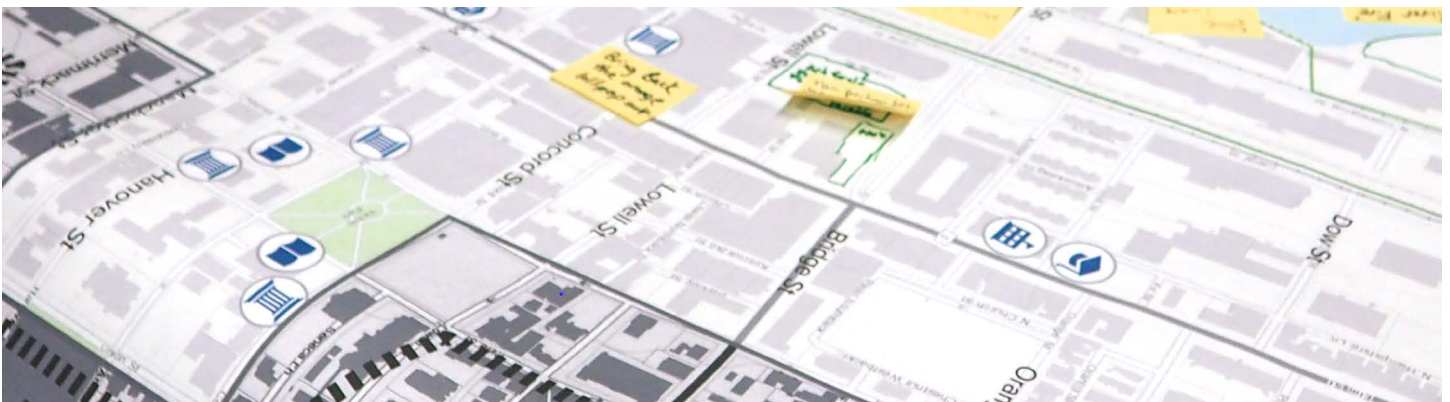
These themes will work to make the most of the people, organizations, infrastructure, and public investments, and identify the best that Dunwoody has to offer. These themes also serve as the backbone for the approach we outline in this proposal – an approach that aims to excite and invite a variety of stakeholders to join in a shared artistic and cultural vision for the town. The tasks outlined in our work plan reflect these themes and illustrate how we intend to use the planning process to generate exceptional collaborative outcomes that make the best use of everyone’s resources.

To illustrate our roadmap for success, our proposed Work Plan describes the project tasks, meetings, and deliverables for each step in the process. We view this proposed approach and work plan as a starting point for reflective discussion with you to better understand your vision for the project. We look forward to those discussions!

## WHY CIVICMOXIE?

Our ability to explore the nexus between arts, culture, and creative individuals and businesses allows us to embed successful implementation strategies in every phase of the planning process. As we explain the four project themes in the pages that follow, you will notice that our planning approach not only engages a variety of stakeholders within the project, but also builds long-standing community support for ongoing initiatives. We build lasting relationships between and among key players, including public, non-profit, community and commercial stakeholders. Our goal (and, we assume, yours) is to get things done and to ensure that everyone is invested in the doing. Focusing narrowly on the planning tasks at hand produces a narrow plan, and towns don’t thrive in this way. We embrace the messiness and the complexity that make up the best of towns (and their creative communities!) and offer planning and implementation strategies based on your culture and resources, not boilerplate solutions.

The team at CivicMoxie looks across disciplines to consider the varied elements that contribute to successful projects. Our firm excels at community engagement and understands that community includes residents, businesses, visitors, public officials, and non-profits. Our firm principal bridges the professional and academic worlds and has focused on arts and culture, as well as placemaking in her research, writing, teaching, and practice. Our collective experience allows us to offer innovative research, technology, and cutting edge solutions to our clients while clearly and effectively communicating our work to various stakeholders.



## EXPERIENCE

CivicMoxie brings unrivaled experience doing arts and culture planning to Dunwoody. We have worked with numerous cities, towns, and organizations to develop arts and culture master plans and have experience helping to create and support nonprofit organizations and partnerships to further public arts and culture work in communities. We are also experts in community engagement and outreach - we strongly believe that all planning begins and ends with the community and we include significant public outreach in every project we do.

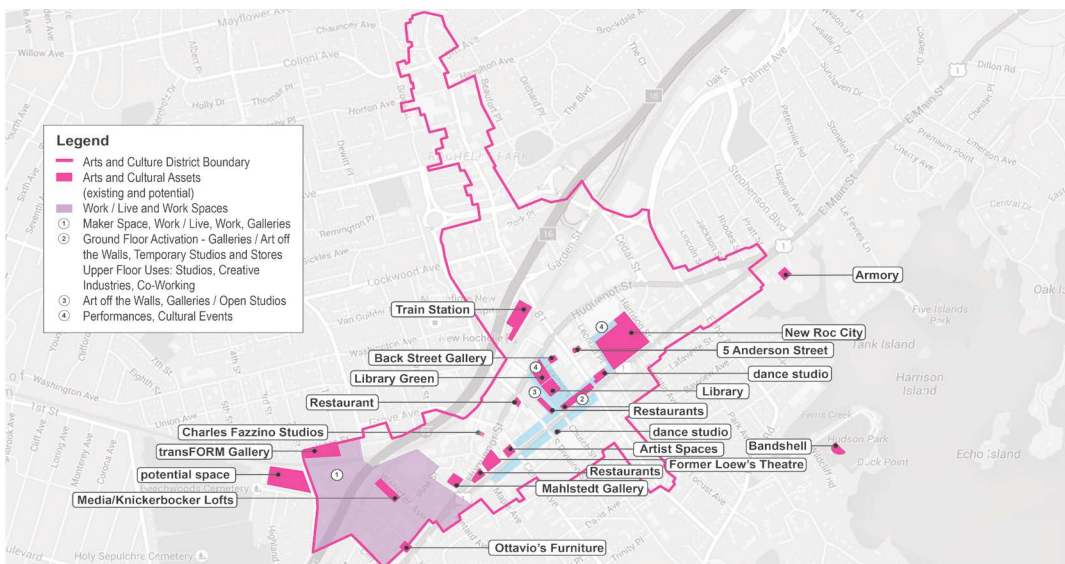
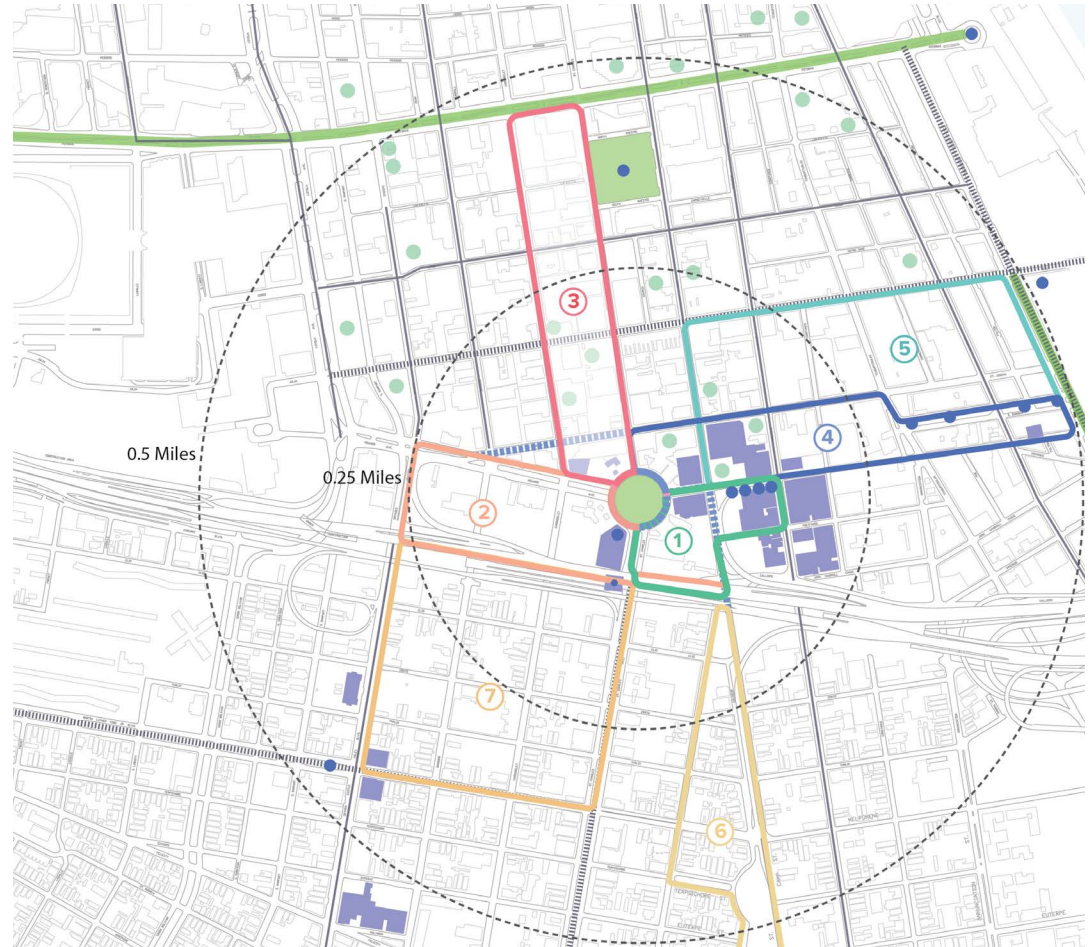
The CivicMoxie project leader, **Susan Silberberg**, is internationally known for her research, practice, arts and cultural planning practice, and publication on placemaking. She is an architect and urban planner with over twenty years of experience on complex projects with ambitious goals. Susan taught for 13 years in the Department of Urban Studies and Planning at MIT where she recently led a workshop focused on the creation of a “maker” district in Somerville, MA and seminars in arts and cultural planning. Her 2013 MIT publication, *Places in the Making*, garnered international attention and is the definitive work on the state of placemaking in America today. Susan led the creative placemaking component of planBTV South End – a master plan for the enterprise/maker district of Burlington, VT. She led the Arts + Cultural District Master Plan for New Rochelle, NY, the master planning for the new Arts District in Worcester, MA, and the Public Realm Plan for the Charlestown Navy Yard Waterfront in Boston, MA that created new urban design and public art guidelines for the HarborWalk in anticipation of new development. In her capacity as Associate Director of the MetLife Innovative Space Awards, she worked with over 150 arts and cultural organizations across the country to identify challenges and best practices for creating affordable artist space and artist engagement with community.

**Alison LeFlore, AICP** will serve as project manager for this project and has diverse experience in urban planning and community engagement. Alison is a superb project manager and senior planner who will run the day-to-day project processes. Alison has a detailed-focused approach that integrates multiple stakeholders and components on complex projects. Susan and Alison will work hand-in-hand for project coordination and Susan will actively participate in client meetings and stakeholder outreach.



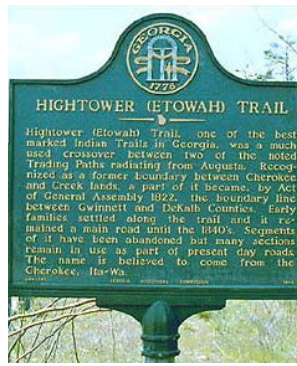
*CivicMoxie specializes in fun and unique outreach methods to ensure that stakeholder and community engagement reaches beyond the typical town meeting-goer. Our methods include tabling at supermarkets on weekends, engaging high school students to be ambassadors for the project and help shape outreach to teens, attending local concerts and other events, as well as other methods we will develop based on your unique community. One strategy we have used to reach “reluctant” participants is “meeting in a box” kits that are distributed at local libraries, schools, houses of worship, and other places or can be downloaded online. These packets contain project information, talking points, questions, feedback forms, and even a participant sign-in sheet so that anyone can participate anytime or anywhere. The “meeting in a box” format is useful for engaging people in their busy lives and in making immigrant or ESL residents feel comfortable participating.*

CivicMoxie is working with Fairsted Advisors to develop an Art Walk in New Orleans. This new initiative is to establish a public art trail in the city that includes temporary and permanent art works.



CivicMoxie recently completed the Arts + Cultural District Master Planning process for New Rochelle, NY. The plan is embedded within an overall economic development strategy for downtown that has included a master redevelopment rezoning and the inclusion of additional FAR and height in exchange for public benefits that include black box and performance spaces, affordable artist housing, and public art initiatives.





## APPROACH







### THEME #1

Articulate a compelling case for art and culture



### THEME #2

Embrace culture with a lower case "c"



### THEME #3

Everyone is an "actor"



### THEME #4

Define success and measure it

## APPROACH

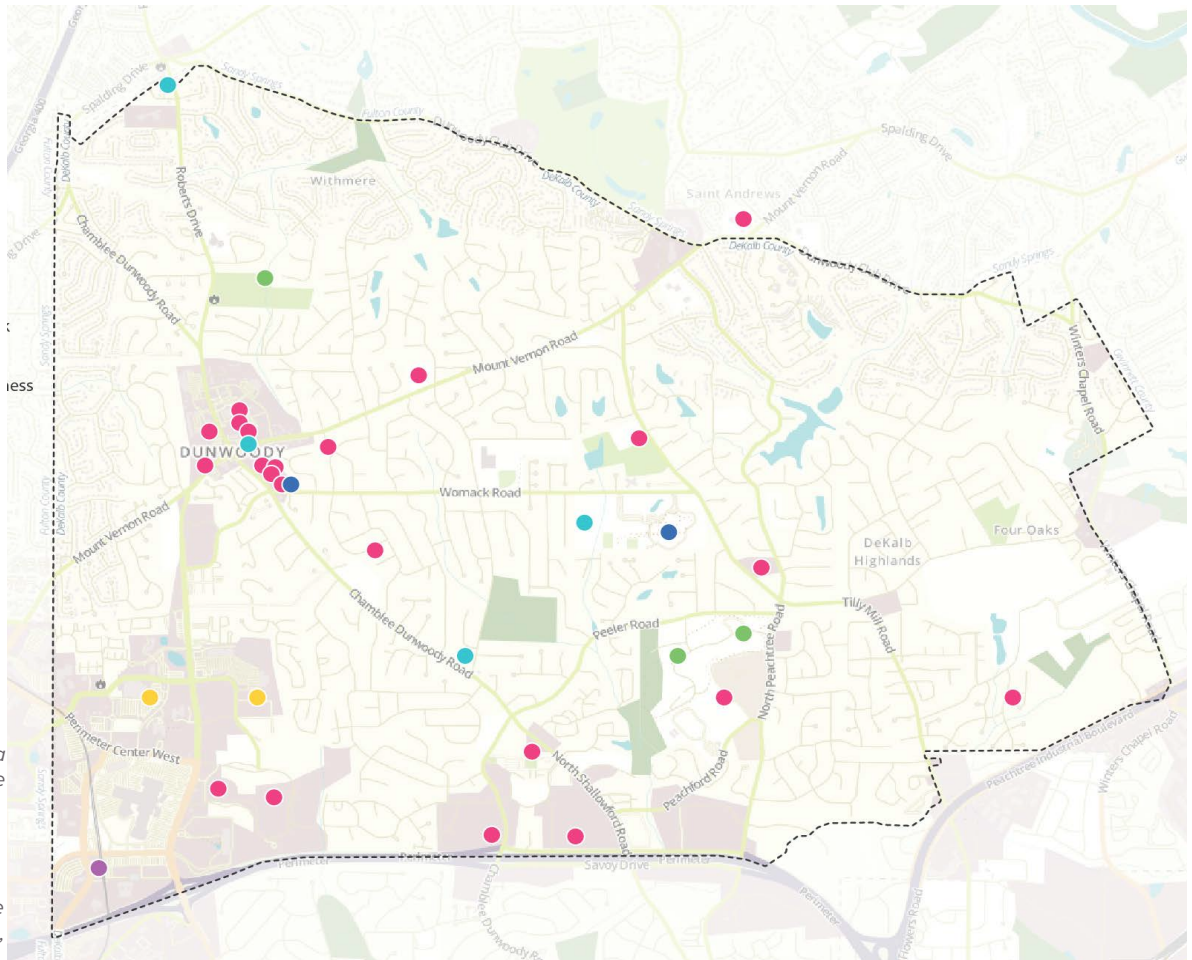
This is an ideal time for Dunwoody to create its first Arts and Culture Master Plan and to clearly outline the City's goals and policies that will guide decision-making, partnerships, and the use of resources in the next two decades. Today, public officials, arts organizations, artists, and foundations across the country are focused on laying strong foundations for arts and culture planning—foundations that ensure that we are leveraging limited resources in the smartest possible ways to encourage support for arts and culture that also has positive effects on quality of life and economic development. This Arts and Culture Master Plan can acknowledge and illuminate the assets in the city, incorporate new knowledge gained in the field of cultural and creative community development, and foster a broad

community of supporters to implement the plan. All of this is particularly important in our time of increased uncertainty regarding arts funding and our reliance on public-private partnerships to make good things happen.

Dunwoody already has a track record in strong collaborations with area arts and cultural organizations such as the Spruill Center for the Arts. This master planning effort should build on existing relationships and reach beyond to ensure that local and regional partners are identified and that the process builds support from a wide variety of stakeholders. In order for this Arts and Culture Master Plan to be meaningful, this will need to be a collective and enthusiastic effort that includes not only the City and cultural

- Arts and Cultural Organization/ Spaces
- Public Libraries
- Commercial Art Businesses
- Natural Sites and Parks
- Historic Sites
- Public Art

*There are a wealth of arts, business, educational, and related organizations and institutions that should be a part of this Arts and Culture Master Plan. The planning process should capture regional assets as well to ensure that a robust two-decade framework in place to guide policies, decisions, and spending.*



organizations but also businesses, foundations, and other stakeholders who can help implement the plan and support these efforts.

CivicMoxie's approach is to create a cultural plan that has buy-in from all of these diverse players. No city has all the resources needed to implement an arts and cultural plan (or any plan for that matter!) and all across the country, arts and cultural advocates have realized that they can't go it alone. With a focus on broadly defining arts and cultural assets and emphasizing clearly defining goals and measuring outcomes, cities are finding that a broad array of stakeholders must not only be at the table, but also have a consistent hand in bringing cultural plans to life. Fortunately, arts and culture stakeholders are collaborative by nature and our approach to the planning process builds deep support across the community by ensuring that the cultural plan is everyone's plan, including the private and non-profit sectors. Creating a plan that can identify how to leverage public resources to attract private investment is simply good business.

**This cultural master planning process should lead the City of Dunwoody to the next level of cultural activity and benefits by establishing deeper formal relationships with key stakeholders in the community, setting shared goals and aspirations, and marshalling new resources to execute a community-endorsed plan.**

By bringing many people and organizations to the table, we can best achieve the City's goal of "identify[ing] existing service providers and facilities within the city, current and future needs, and provide[ing] a framework to collaborate the efforts of existing and future arts and cultural entities..." CivicMoxie will work in tandem with the City's project manager and all departments to ensure that the master planning process channels the energy and attention of stakeholders in a way that achieves more in combination than any one public agency or organization can accomplish in isolation.

CivicMoxie is excited about this proposed project. We believe the planning process can identify shared community values while establishing clear goals with full community commitment toward implementation. To accomplish this, our proposed scope of work follows sound planning principles, including research on case studies applicable to Dunwoody.

Our preliminary understanding of this project has led us to articulate four themes that run through our approach and work plan:

- # 1: Articulate a compelling case for art and culture**
- # 2: Embrace culture with a lower case "c"**
- # 3: Everyone is an "actor"**
- # 4: Define success and measure it**

The following pages describe these themes, their relationship to Dunwoody and the region, and their relevance to the larger arts and cultural planning community and growing body of knowledge.



## THEME #1

# ARTICULATE A COMPELLING CASE FOR ARTS AND CULTURE

To appreciate and support arts and culture, Dunwoody's cultural assets need to be visible in compelling ways. The City clearly understands this and has demonstrated a commitment to supporting arts and culture through its partnerships and ongoing Memoranda of Understanding. The Arts and Cultural Master Plan will build from this past and current collaborations to create a compelling case for culture in the city. Why is this important? Across the country, arts and culture organizations, activities, and initiatives are often seen as "one off" activities that are fun and satisfying on their own but not related to a larger picture. In fact, collectively, arts and culture can contribute greatly to the economy, boost economic development efforts, increase citizen engagement and volunteerism, enhance image of place, and contribute to civic dialogue, understanding of differences, and quality of life.

One role of an Arts and Culture Master Plan is to articulate all of this and present a compelling case for support of cultural initiatives. At CivicMoxie, we see a cultural plan more like a story...weaving together the seemingly disparate elements of a community to offer a compelling narrative of why culture matters and the lives it touches. The benefits to creating this compelling story?

1. Connect economic development, tax revenue, etc., to cultural activity, making it easier to gain support for cultural initiatives and reaching out to potential stakeholders who aren't seen as cultural advocates.
2. Combine forces to speak to potential funders such as foundation or government grant programs that have goals that aren't immediately seen as relevant to cultural endeavors. These might include enhancing public safety (public art and creative placemaking can help create safer communities), increasing citizen engagement, empowering young people, etc.
3. Present a unified and clear message to the region about the resources and activities available in the city to increase membership/audience size/support for local cultural organizations and initiatives.
4. Offer another clear reason to live and work in Dunwoody. Business owners are more and more strategic about locating offices where they can attract highly qualified workers. These workers are interested in quality of life that includes open space, housing, education AND cultural and creative choices.



*Taken together, the vibrant arts and cultural organizations of Dunwoody create a compelling reason to live, work, and play in the city. The Arts and Culture Master Plan should be forefront in telling this story to benefit quality of life, support economic development, and burnish the image of the city.*

THEME #2

# EMBRACE CULTURE WITH A LOWER CASE “C”

The City of Dunwoody has been clear in the RFQ that this Arts and Culture Master Plan should reach out to and accommodate a diverse city population with a variety of “ages, lifestyles, and cultural backgrounds.” While some tend to think of culture as that which is associated with fine arts, performance, and large institutions and organizations, we believe that the best way to create an authentic framework for support is to recognize that cultural practices and traditions come in all shapes and sizes.



The Cultural Master Plan will think about creative businesses as well as organizations and informal initiatives and will consider space needs and urban design. Thinking about culture with a lower case “c” paves the way for innovative planning and policies that encourage efficient use of resources.

During an early phase of Susan Silberberg’s work on the Jacksonville Affordable Artist Space Feasibility Study, the team identified all vacant City-owned land and cast a broad net for cultural uses including the local university film and media school which was a good match for one of the empty buildings downtown.

Here at CivicMoxie, we talk about the informal culture of cities as culture with a lower case “c.” This definition embodies the broadest possible definition of creative communities that acknowledges the myriad cultural, artistic, and creative practices and endeavors that make up the varied places we live and work. We believe it is important to think about culture in this way for two main reasons:

- 1. **The changing nature of arts and cultural organizations reflect this broad definition**, and the nonprofit world typically encompasses a diverse range of organizations and missions that all have culture and creativity at their core. If the plan is to embrace these organizations as stakeholders, the plan must speak to their missions, their interests, and their constituents in meaningful ways.
- 2. **The inclusion of informal arts and cultural practice broadens the possibilities for implementation and actors at the table.** No one organization or city agency can implement a cultural plan alone. Impactful plans are frameworks that allow the messy and serendipitous qualities of our cities and towns to bubble up. A variety of stakeholders and interests are needed to achieve goals and realize plans.

Embracing culture with a lower case “c” means reaching out to include local neighborhood traditions, schools, faith-based organizations, and non-formalized forms of cultural practice, as well as creative industries and individuals. The benefits are numerous and include widening the web of supporters and potential implementers of the plan, as well as tapping into a broad array of resources and interests. CivicMoxie uses the planning process to identify culture within the community and ensure that the master plan includes a variety of initiatives, desires, and resources at all scales.

This arts and culture planning process can include these populations and voices to ensure they are not absent from the public cultural discourse. The city, and its cultural and creative communities, will be better for it.

## THEME #3

# EVERYONE IS AN “ACTOR”

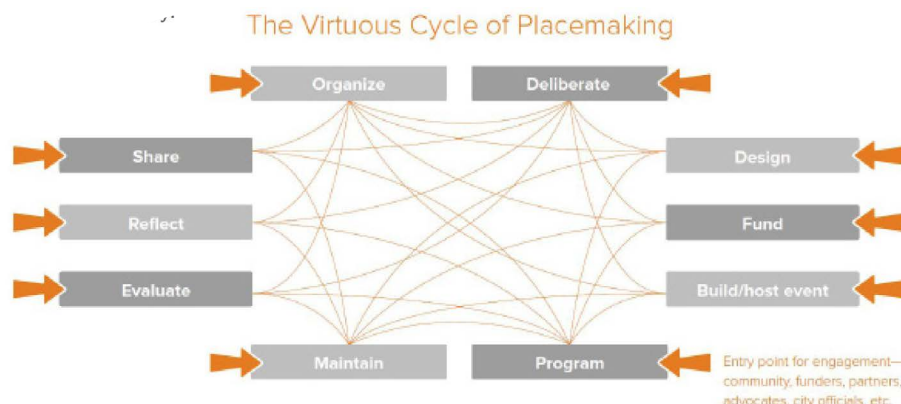
It has been said that “culture is the enactment of community.” If this is true, and we believe it is, then everyone is an “actor.” We don’t say this lightly. The collaborations already underway in Dunwoody illustrate the high level of cross-sector potential in this arts and culture planning project. We envision utilizing these stakeholders in meaningful ways by engaging with the entire committee and also creating possible working groups to dig into specific issues such as the identification of funding sources, and developing new tools to engage community members. We don’t believe in creating an implementation plan that says “identify funding sources.” We see that task as our job as part of the master planning process. Our detailed proposed work plan and project schedule can be found in the next sections of this proposal.

This cultural master planning effort presents a clear opportunity to unify many different initiatives and interests under a supportive umbrella. The master plan will codify a unified strategy that is more than the sum of its parts. Collectively, stakeholders can leverage individual resources and investments in the community to have a much greater impact than what can be accomplished by any one organization, business, or agency. As a start we would

certainly add “businesses” to the list of stakeholders we would include in outreach, as outlined in the City’s RFQ.

Involving a broad array of actors is the first step in creating a strong network of people and organizations who will work together to implement the plan. This cultural planning process should seize the opportunity to speak of the arts and creative sectors in broad ways that not only invite stakeholders to give input, but to become “owners” of the effort and to stay on for implementation by committing resources, expertise, and enthusiasm.

Our firm is rooted in a placemaking philosophy that has grown out of principal Susan Silberberg’s MIT research and 2013 publication “Places in the Making” that identifies a “virtuous cycle of placemaking” that develops when community is involved in the making. Gone are the days when only one city department, non-profit organization, or single funding source carries the implementation of a cultural plan (or any plan, for that matter). The virtuous cycle of placemaking creates a framework for action that allows many entry points in the cycle of planning, funding, doing, and reflecting.



*Everyone can take ownership of the goals and strategies in the cultural master plan in order to achieve success. This process of mapping community interests and capacity for implementation produces a plan that is inclusive yet measured and practical, and demonstrates a wide range of community investment that attracts private and public funding.*



## THEME #4

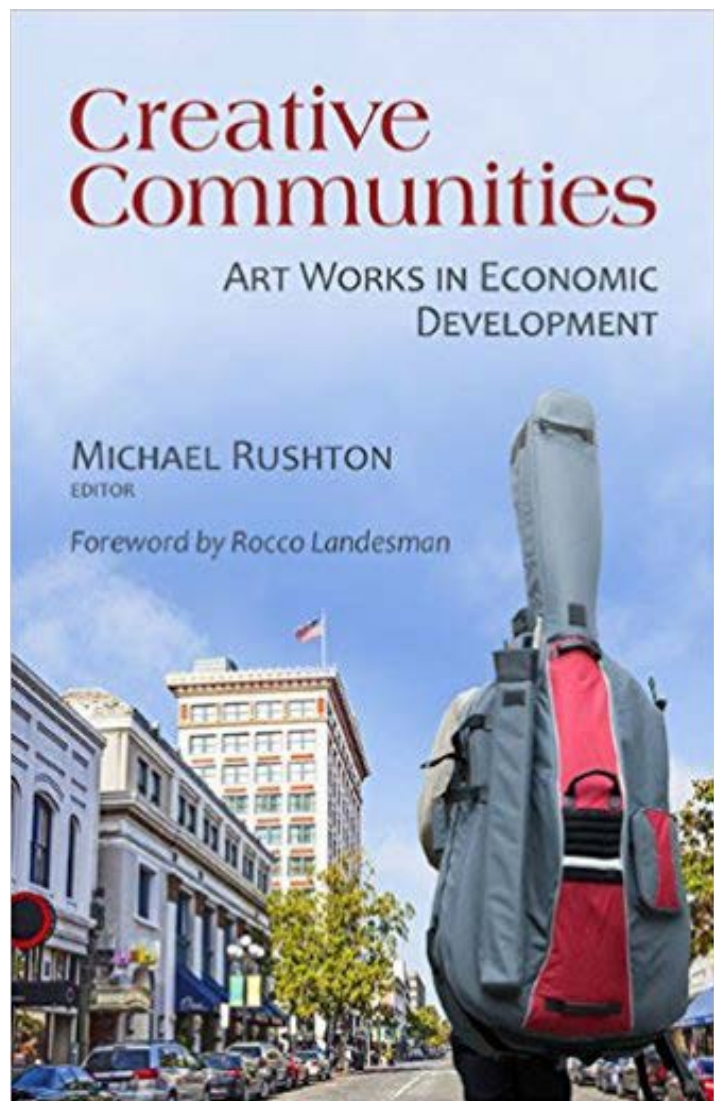
# DEFINE SUCCESS AND MEASURE IT

There are a surprising number of plans that offer general goals but fail to clearly define desired outcomes and the methods to measure progress and success. CivicMoxie believes that strongly and clearly articulated goals provide action targets and create enthusiasm. This Arts and Culture Master Plan for Dunwoody should affirm the values of the community, define goals, and articulate tangible targets and indicators of success.

The process we use for mapping stakeholders is also useful in producing clearly articulated goals that are rooted in reality and in developing measurement indicators to chart and evaluate progress. Just as implementation is determined by the collective interests, capacity, and resources at the table, so too, measurement of progress will be determined by the resources and methods available. We can't determine at this point what all of those indicators will be, because we don't know what the community goals are yet.

We can say that the focus in the arts and cultural world right now is on an inclusive view of culture that expects positive economic and community development outcomes. From the focus on New Growth Theory (NGT) by the NEA and Brookings Institution to define the economic impact of the arts beyond traditional measures, to local foundations' desires to measure outcomes and impact, the focus is on measuring outcomes and justifying expenditures. All planning seeks to leverage limited resources toward greater investment by others...typically leveraging public resources for maximum private investment.

The 2013 Brookings Institution publication *Creative Communities: Art Works in Economic Development* seeks to define the economic impact of the arts and creative communities beyond traditional measures. Sponsored by the NEA, this collection of essays by economists and top researchers in the field is a strong indicator of where the field is heading—toward an inclusive definition of arts,



culture and creativity that is rooted in sound economic theory and practices.

While we don't know specifics yet, goals and corresponding indicators of measurement that might be identified in the planning process could include:

- Encourage new projects or initiatives that emerge through the Arts and Culture Master Plan that wouldn't have otherwise happened  
Measurement: listing of projects and initiatives that are proposed by the plan (perhaps a website tracking system) that actually occur
- Broad, formal stakeholder affirmation of the Arts and Culture Master Plan and support for initiatives and an implementation schedule  
Measurement: more formal partnerships between the City, arts and cultural organizations, and businesses
- Participation by typically "silent" groups of stakeholders such as immigrant communities, teens, and young families and support community empowerment through involvement  
Measurement: attendance and participation at meetings and in non-meeting engagement, involvement in specific initiatives or project
- Economic development and growth of people in creative professions in the city  
Measurement: Conduct baseline census, then conduct surveys to track changes such as the number of creative industry firms established in the city

This list could be extensive. We will ensure that all indicators that can be used are identified and that measurement methods are practical and budget-friendly.

## COMMUNICATIONS, OUTREACH, EDUCATION, AND ENGAGEMENT



*As planners + designers, we believe in a fully integrated outreach and engagement process that utilizes all team members to achieve results in efficient and innovative ways. We specialize in getting pilot projects off the ground and bringing together diverse resources and people to move initiatives forward.*

### IT TAKES MORE THAN POWERPOINTS TO INVITE AUTHENTIC PARTICIPATION AND TRANSLATE PLANS TO ACTION

At CivicMoxie, we aren't satisfied with organizing a few public meetings and checking the box on civic engagement. We push the envelope to develop innovative community engagement methods that energize long-term collaborations and move plans to action. We tailor the planning process to include fresh approaches adapted to the local context and work closely with clients and our team to create integrated and efficient strategies for outreach. We believe there are four elements of meaningful stakeholder participation:

- 1. OUTREACH:** communicating about the project and ensuring all information is available to the public.
- 2. EDUCATION:** creating materials and graphics that clearly explain issues, trade offs, and data analysis so everyone can work with the same information and can make informed decisions.
- 3. ENGAGEMENT:** moving communication to discussion where the dialogue creates spaces where people can come together and talk about goals, values, and choices.
- 4. ACTION:** we often set up working groups during planning so that stakeholders can explore ideas, reach consensus, and move forward with pilot projects. These efforts inform the planning process and ensure that the final plan comes to life.

We work to ensure robust outreach and engagement. Our goal is to build ownership for the plan that eases implementation and provides a path to success. Connecting the energy of residents, organizations, businesses, potential funders and advocates during the planning process ensures that the project will move forward.



### PLACES IN THE MAKING



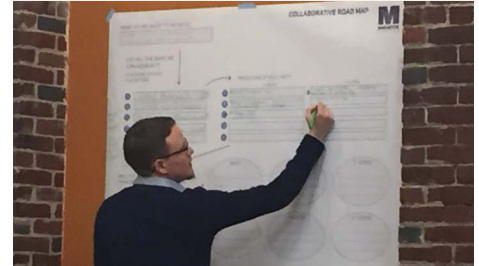
Susan Silberberg, principal of CivicMoxie, is the lead author of "Places in the Making: How placemaking builds places and communities." This MIT whitepaper outlines the key trends in placemaking. The lessons learned through Susan's research and 14 years of teaching at MIT inform all of CivicMoxie's work. "Places in the Making" outlines the benefits of robust participation processes and planning that leads to action for projects, public officials, and communities.

#### Places in the Making Placemaking research and publication, MIT 2013

This whitepaper, produced with a research grant from Southwest Airlines, outlines trends in placemaking and presents case studies of success stories across the country.



### COLLABORATIVE ROAD MAP



CivicMoxie developed the Collaborative Road Map, which provides a framework for moving planning to action. This framework allows participants to make informed decisions about prioritizing actions. This mapping identifies the resources necessary to move forward, and develops a series of smaller steps assigned to involved stakeholders. The Collaborative Road Map provides a clear set of questions and next steps that clarifies goals and moves planning to implementation.

#### Manchester Connects Manchester, NH

CivicMoxie is leading the multimodal transportation and land use plan for the Millyard, Riverwalk, and the downtown. The Collaborative Road Map process has assisted the project working groups in prioritizing goals and selecting pilot projects for implementation.



## GAMIFY IDEA GENERATION



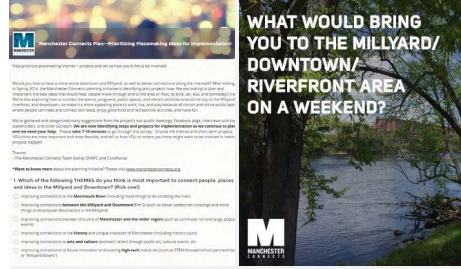
Sharing ideas for what you'd like to see in your city or neighborhood should be fun. Instead of simply asking the question, "What is important to you?" and expecting answers, we make idea generation more of a game, since active interaction leads to more robust feedback and community support. Having creative and engaging activities can also invite participation from a wider range of demographics, and encourage the attendance of families at public meetings or events.

### "Fishing for Ideas", Waterfront Bridgeport Bridgeport, CT

A popular feature with kids and adults, we printed questions on paper fish and invited residents to "go fish" with magnets and string, writing or drawing their responses or ideas for the city's waterfront on the paper.



## SOCIAL MEDIA PRESENCE



Rich conversation happens on social media platforms: about lunch, weekends, local favorites. Creating and curating a social media presence through the use of designated hashtags and web pages for a project can ensure residents (particularly younger ones) feel included in the process every step of the way, as well as provide a simple, real-time way to share updates and information.

### Manchester Connects Facebook group Manchester Connects Manchester, NH

A Facebook group for a multi-modal plan allowed CivicMoxie to bring questions and plan updates easily and directly to residents of Manchester, NH.



## A MEETING IN A BOX

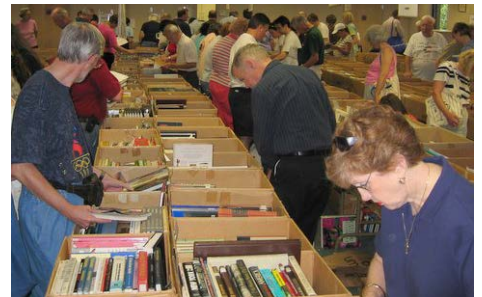


Rather than asking residents to travel to a formal meeting, community outreach can happen where residents already spend their free time. In addition to designing public meetings to be inclusive of all residents, we offer tools that empower residents to lead their own meetings at home or in the community. By organizing necessary materials in an accessible, easy to use, "do-it-yourself" package, we collect feedback from community members who may not be able to attend a meeting or who may simply feel more comfortable in smaller settings.

### Do-It-Yourself Meeting Waterfront Bridgeport Bridgeport, CT

As part of its public engagement efforts, CivicMoxie mailed and distributed Do-It-Yourself Meeting packets to local libraries, churches, community centers, and senior centers for residents unable to attend a public meeting.





## WORK PLAN + SCHEDULE + ORGANIZATION CHART



## WORK PLAN

### Work Task 1: Assessment

1. Kickoff meeting with client, initial interviews with City staff and Project Manager, tour, discuss project, set work plan, outline responsibilities and roles
2. Review existing master plans, studies, comprehensive plans, organizational strategic plans as available
3. Prepare an inventory and assessment of existing and planned cultural and community facilities for arts and cultural programming in Dunwoody and surrounding communities
4. Case study research as needed on arts and culture facilities and organizational structure - cities of similar size and character, public art programs, cultural councils
5. Prepare a preliminary stakeholder "map" with key players (public and private) and areas of confluence/ interest/challenge, including public initiatives
6. Summarize information learned to date including role of culture in the town, interviews and focus groups (see Task 2), and synopsis of input and findings

### Work Task 2: Outreach and Communications

1. Review client-prepared preliminary stakeholder list, add names as necessary (city and region) and determine outreach in collaboration with City project manager
2. Interview key stakeholders, organizational leaders and others to determine current programs, priorities, capacity, interests, goals, and needs that might be met by the cultural plan (assumes up to 15 phone interviews) and summarize key takeaways
3. Conduct focus groups with major stakeholder groups (arts + cultural, visitor economy, creative businesses, education, other) - up to five
4. Prepare communications and outreach plan and discuss with client to review plan
5. Prepare survey instrument and analyze results - assess needs and priorities from town residents and business owners - city and region facilities
6. Prepare preliminary summaries of interviews and meetings, preliminary stakeholder map and assess key takeaways

7. Prepare meeting outline, agenda, all presentation and workshop materials, flyers, etc. for four public meetings (see schedule for point in process for meetings)
8. Conduct four public meetings/workshops over the course of the project (see schedule for timing), summarize feedback
9. Provide flyers, online materials for client posting, tabling information and feedback materials for events and public locations, during course of the project

### Work Task 3: Cultural Vision + Implementation

1. Develop a draft list of cultural plan goals, and possible action steps, as applicable ("blueprint")
2. Review goals, objectives and possible action steps with client
3. Identify possible measurement indicators and potential stakeholders and actions for each of the objectives
4. Revise draft cultural plan goals and possible action steps after public input (meeting), including indicators for success
5. Prepare cultural plan:
  - Design and layout of document
  - Trends, community profile, organizations/ partners, summary of outreach
  - What we have/who we are: the artistic, cultural, and creative community of the city
  - Cultural plan goals, strategies and actions (each goal to have listed strategies, actions, expected outcomes, collaborators, investments, funding sources) - facilities, programs, management

### Work Task 4: Project Management

1. Bi-weekly client/CivicMoxie coordination call + project management (assume 8 months, approximately 18 calls)

## PRODUCTS

### Work Task 1

2. Existing conditions assessment
3. Best practices/case study summaries

### Work Task 2

1. Communications and outreach plan
2. Summary of outreach (meetings, interviews, focus groups)
3. Presentations, meeting notices/flyers, meeting notes for four public meetings/workshops
4. Survey instrument and analysis

### Work Task 3

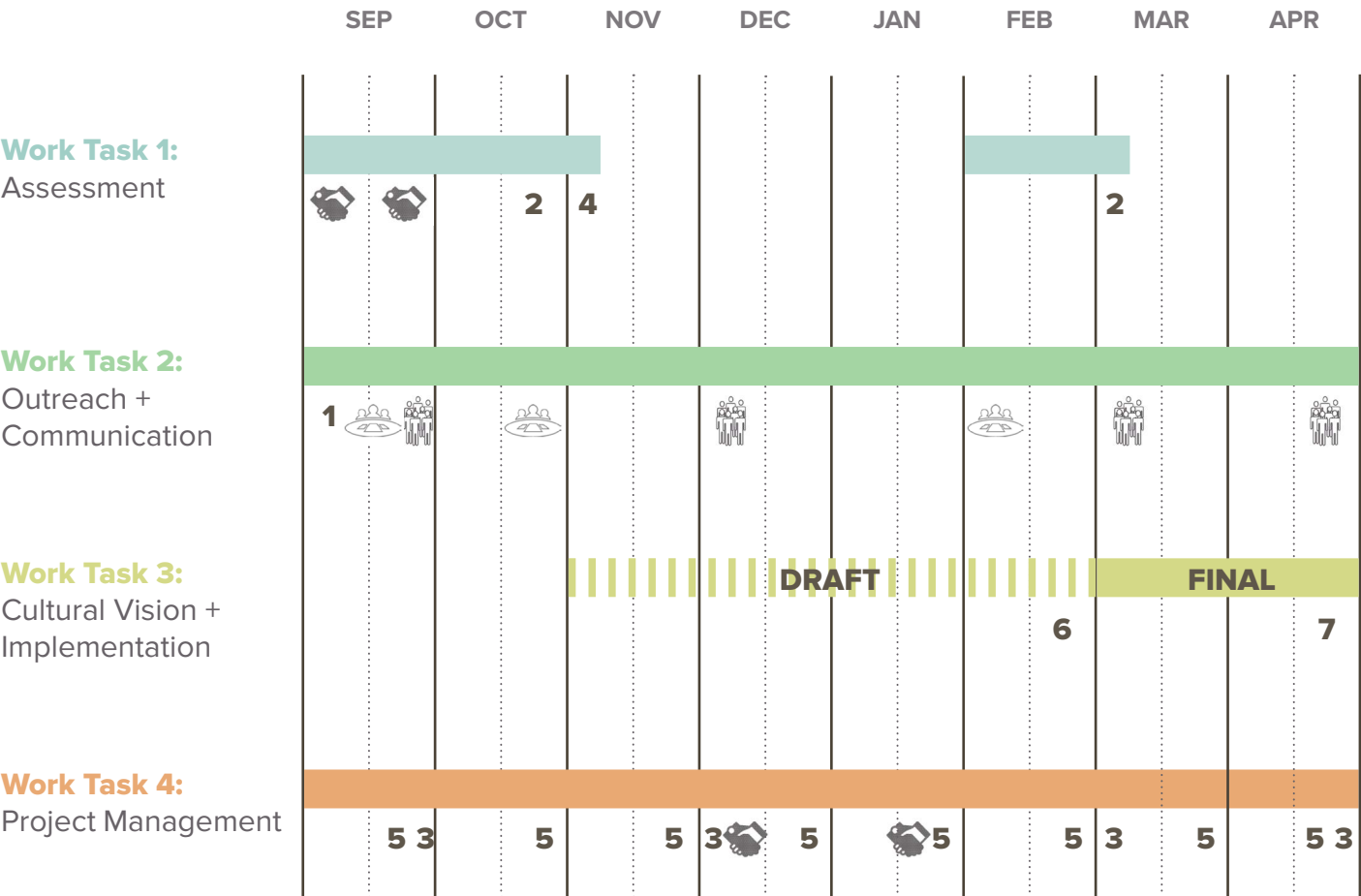
1. Draft master plan
2. Final master plan with
  - Public art program recommendations including application forms, curation recommendations
  - Recommendations for an arts organization/ council

### Work Task 4

1. Monthly progress reports



SCHEDULE



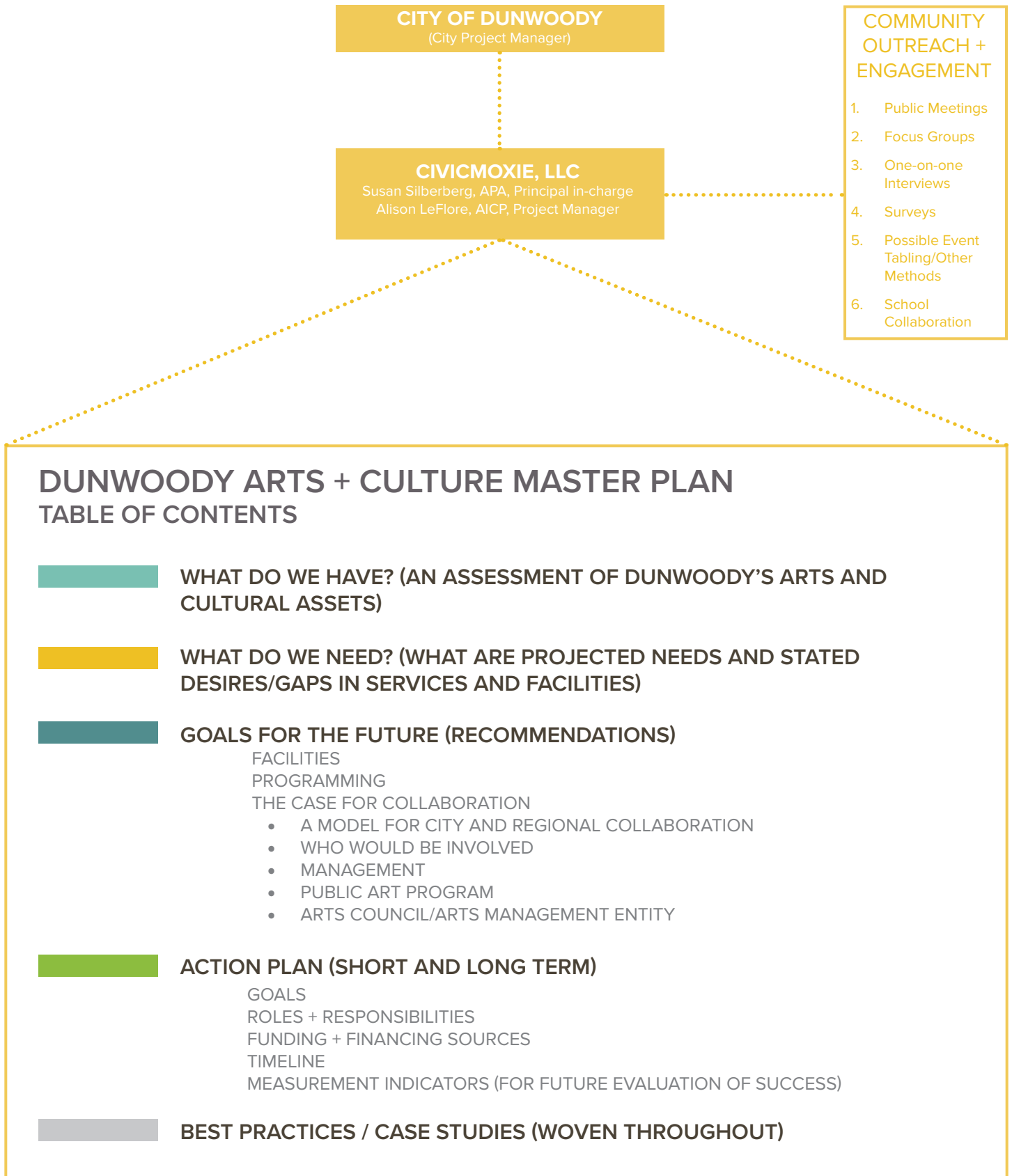
DELIVERABLES

- 1 Communications and Outreach Plan
- 2 Summary of Outreach (Meetings, Interviews, Focus Groups)
- 3 Presentations, Meeting Notices, Meeting Notes
- 4 Existing Conditions Analysis (Including Possible Surveys)
- 5 Monthly Program Reports
- 6 Draft Report
- 7 Final Plan

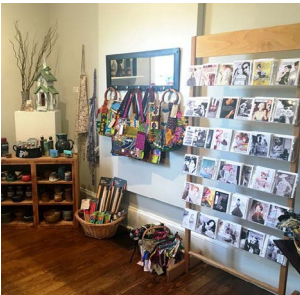
LEGEND

- [Client Meetings Icon] Client meetings (in person or phone)
- [Focus Groups Icon] Focus groups with community members and stakeholders (up to 5 total)
- [Public Meetings Icon] Public meetings (4)

# PROJECT ORGANIZATION



#4.



## TEAM + EXPERIENCE





## CIVICMOXIE EXPERIENCE

*Susan Silberberg and CivicMoxie have a broad range of arts and cultural experience that spans the needs of the City of Dunwoody. Our work includes:*

- *Creating new arts districts*
- *Creating cultural plans*
- *Developing plans for new organizations to manage arts districts and to oversee new Art Walk initiatives that include permanent and temporary public art installations*
- *Overseeing arts space policies for performing, visual, written, and education initiatives*
- *Identifying reuse of existing buildings and sites for arts-related uses and identifying funding and financing sources for same*
- *Engaging in meaningful outreach that draws in diverse stakeholder views and builds support for plan implementation*

*The following pages highlight our team experience and bios as well as our project experience which includes:*

- *New Rochelle Arts + Cultural District Master Plan (2016)*
- *Portland, Maine Cultural Plan (2017)*
- *planBTV South End (2016)*
- *MetLife Innovative space awards (2011)*
- *Places in the Making (2013)*
- *Jacksonville, FL Artist Space Feasibility Study (2006)*
- *Worcester, MA Arts District Master Plan (2003)*
- *Study of Waterfront Cultural, Civic, and Non-profit Facilities, Boston, MA (2004)*





**Susan Silberberg, APA**, the Founder and Managing Director of CivicMoxie, is an internationally known city planner, urban designer, architect, author and educator. All of Susan's work is shaped by placemaking...an approach to planning that is people-centered and strives to infuse authentic meaning and delight in public places, private investment, activities and collaborations. She has been a Lecturer in Urban Design and Planning in the MIT Department of Urban Studies and Planning for over a decade. Her teaching focuses on the revitalization of urban commercial districts, placemaking, and arts and cultural development. She is lead author of *Places in the Making: How placemaking builds places and communities*, the 2013 MIT white paper on the current state of placemaking. As Associate Director of the MetLife Innovative Space Awards, she worked with over 150 arts and cultural organizations nationwide to identify best practices for affordable artist space development and community engagement. She has also served as the Associate Director of the Northeast Mayors' Institute on City Design.

Susan has led two Boston waterfront planning efforts, created master plans for new arts districts, and worked to identify development sites and action plans to provide affordable artist work/live spaces. She has been involved in revitalization plans for seven Boston Main Streets Districts and two New Orleans commercial corridors. Susan led the Concord, NH 20/20 Vision planning process, winner of a Congress for New Urbanism Award. She is currently advising the Foundation for Puerto Rico on a long-term placemaking project and revitalization effort for Santurce, a district of San Juan of over 4 square miles and 90,000 people, and she is leading the CivicMoxie work as part of a larger team effort on the master plan for the South End of Burlington, VT.

Susan leads workshops and speaks around the world on placemaking and urban revitalization. She most recently spoke to the UN Economic Commission for Europe in Geneva, Switzerland in February 2015 and at TEDx Beacon Street in November 2014. In September 2014 Susan participated in a panel on public spaces, led by Richard Sennet at the American Institute of Architects NYC.

---

Selected Projects:

- Waterfront Master Plan, Bridgeport, CT
- Worcester Arts District Master Plan, Worcester, MA
- Vision 20/20 Plan, Concord, NH
- Broad Connections: A Revitalization Strategy for a New Orleans Commercial Corridor

*“Placemaking lessons can inform the cultural planning process. The best cultural planning, like placemaking at its best, empowers a community of doers, a complex network of cross-sector alliances involving individuals and groups with different roles and areas of expertise. Cultural planning should create a process that is set up to run indefinitely, ever course-correcting to improve the place and better serve the whole community. This is, of course, a cultural planning model for the twenty-first century.”*

*- Susan Silberberg, Principal, CivicMoxie*



**Alison LeFlore, AICP** is a Senior Planner / Project Manager at CivicMoxie, LLC, where she manages multiple projects for both public and private sector clients. She frequently tackles complex projects where she is responsible for coordinating and managing large, multi-disciplinary teams. Alison has diverse experience and a strong foundation in both planning theory and practice. Her professional expertise includes comprehensive planning, downtown, neighborhood, and district planning, visioning, community outreach and engagement, land use policy and zoning, sustainability and equity, planning for livability, and placemaking. She is currently managing projects in Manchester, NH, Brockton, MA, Brookline, MA, and Brighton, MA. She has worked in communities large and small throughout New England as well as with clients in Virginia, Florida, New York, and Europe. She thoroughly enjoys using creative and fun community engagement techniques to make the planning process exciting and compelling. Prior to joining CivicMoxie, Alison was a Senior Planner at Harriman (formerly The Cecil Group), where she managed comprehensive master plans, town center/neighborhood plans, coastal resiliency plans, and a variety of other projects. She often works in minority-majority communities. Alison's experience spans large, industrial cities working to reinvent and revitalize their communities to suburban communities seeking to balance open space and development pressures to small, rural communities trying to spur development and investment.

**Kartiki Sharma** is an Urban Designer at CivicMoxie who brings enthusiasm in development of conceptual and schematic designs and master plan for urban projects and campuses. Kartiki has diverse experience in urban design, landscape urbanism and architectural design. In her prior experiences, she had the opportunity of focusing on projects of multiple scales, incorporating sociocultural concerns and process-based dynamics of development in a site while considering multiple political and infrastructural constraints. Her learning focuses on strategic framework plan and data analysis for brownfield redevelopment, urban regeneration + adaptive reuse and residential + campus planning.

Kartiki has Master's in Urban Design from University of Michigan, Ann Arbor and Bachelor of Architecture from India. Her study focused on the projects related to carefully measured urban interventions around public markets, innovation districts, ecological sites and enclaves to reactivate the public spaces around civic institutions in the neighborhood. In addition to the global exposure that she had over the past few years, architectural education in an Indian setting with its diversity and experiences compliments and provides her with a fresh perspective in looking at one situation through multiple lenses.



## CIVICMOXIE FIRM INFORMATION

*CivicMoxie is a planning, urban design, community revitalization and placemaking group that leverages deep experience and spirited collaboration to achieve optimistic goals for clients and communities.*

*Our collaborative team of planners and urban designers combine an innovative spirit and on-the-ground know-how to ensure plans on paper translate to a vibrant reality with positive outcomes. With deep experience in placemaking, urban design, arts and culture, land use and zoning, community revitalization, and community engagement, we excel at working with limited resources across varied interests and stakeholders to find win-win solutions to tough challenges. Our clients range from small non-profits to city planning departments to land owners to community groups and major corporations. As practitioners and academics, we offer clients the benefit of over 20 years of experience combining theory and practice to achieve impactful results beneficial to a diverse group of interests. Our work is distinguished by our belief that HOW we plan affects the end result, and working with people across disciplines, goals and values can achieve remarkable results for all.*

### BUSINESS OVERVIEW

CivicMoxie's collaborative team of planners and urban designers combine an innovative spirit and on-the-ground know-how to ensure plans on paper translate to a vibrant reality with positive outcomes. With deep experience in arts and culture, placemaking, urban design, land use and zoning, community revitalization, and comprehensive/ master planning, we excel at working with limited resources across varied interests and stakeholders to find win-win solutions to tough challenges.

Our clients range from small non-profits to city planning departments to land owners to community groups and major corporations. As practitioners and academics, we offer clients the benefit of over 20 years of experience combining theory and practice to achieve impactful results beneficial to a diverse group of interests. Our work is distinguished by our belief that HOW we plan affects the end result, and working with people across disciplines, goals and values can achieve remarkable results for all.

### CURRENT AND PROJECTED WORKLOAD AND ABILITY TO PERFORM SERVICES

CivicMoxie is in the process of finishing four major projects that are due by August 30, 2017. The firm has the capacity and staff to undertake the Dunwoody Arts and Culture Master Plan beginning September 1, 2017. All of our projects are on time and on budget and we foresee completing the Master Plan within an eight-month time frame.

### QUALITY ASSURANCE

CivicMoxie's business model is based on the principal, Susan Silberberg, having deep involvement in every project in the office. Because of the involvement of senior level staff, quality assurance is built into every project work plan. Susan Silberberg will attend client coordination meetings and participate in project coordination calls as well as attend public meetings. All deliverables that are produced by CivicMoxie go through two rounds of review – one by Susan Silberberg and another for additional fact checking, overall editing and accuracy checks.

## PROFESSIONAL LICENSES AND CERTIFICATIONS

Susan Silberberg is licensed to practice architecture in the State of New York but this project does not require the services of an architect. There are no licensing bodies for planning and arts and cultural planning. Alison LeFlore, the proposed project manager for this project has AICP certification from the American Planning Association.

## Worcester Arts District Master Plan Worcester, MA

Christine Proffit  
Former Cultural Development Officer,  
City of Worcester, MA  
e: proffitt65@charter.net

## REFERENCES

### New Rochelle Art and Cultural District New Rochelle, NY

Suzanne Reider  
Senior Project Manager, Department of Development  
City of New Rochelle  
City Hall  
515 North Avenue  
New Rochelle, NY 10801  
c: (914) 654-2023  
e: sreider@ci.new-rochelle.ny.us

### Cultural Master Plan Portland, ME

Sondra Bogdonoff  
Board Chair, Creative Portland (the City of Portland's arts agency)  
c: (207) 318-5123  
e: sondra.s.bogdonoff@maine.edu

### planBTV South End, Burlington, VT

Doreen Kraft  
Executive Director, Burlington City Arts  
135 Church Street  
Burlington, VT 05401  
c: (802) 865-7156  
e: dkraft@burlingtoncityarts.org

### Artist Space Feasibility Study Jacksonville, FL

Former Director of the Planning and Development  
Department, Jacksonville, Florida  
Ed Ball Building, 214 North Hogan Street, Suite 300  
Jacksonville, Florida 32202  
c: (904) 517-4527  
e: wkillingsworth@gmail.com

## CIVICMOXIE - SELECTED PROJECTS

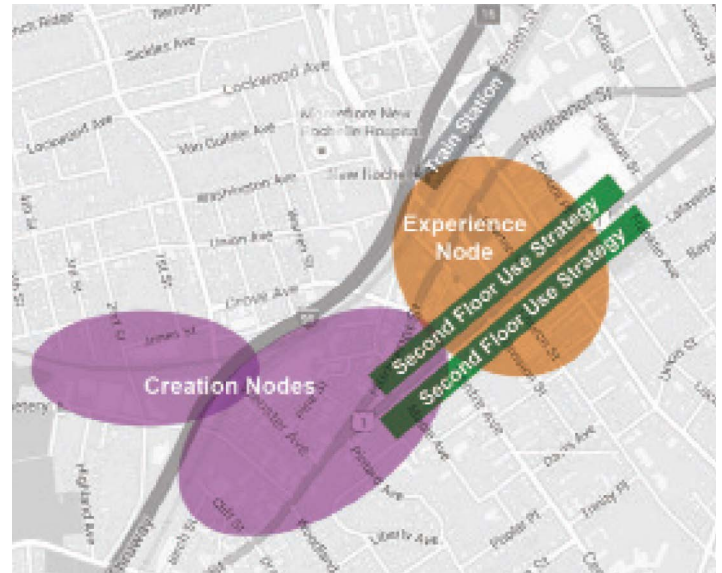
### NEW ROCHELLE ART AND CULTURAL DISTRICT

NEW ROCHELLE, NY

*Arts and Cultural Development, Affordable Artist Space, Creative Placemaking, Arts, Arts Districts, Master Plans, Economic Development*

The City of New Rochelle hired CivicMoxie to lead the planning effort for a new arts and cultural district in the downtown area. The city has a long history of arts and culture, with Thomas Paine, Norman Rockwell, Ossie Davis, and Frederick Remington among its well-known writers, artists, and performers, and has a number of existing cultural institutions, organizations, and individual artists. CivicMoxie took on the task of developing a plan for an arts and cultural district that will boost the visibility of this arts scene, support local artists and creative types, and take advantage of opportunities presented by the new downtown master redevelopment plan as well as New Rochelle's proximity to New York City.

CivicMoxie engaged local stakeholders from arts and cultural groups as well as individual artists and members of the community, inviting their input and ideas through focus groups, interviews, public meetings, and attendance at a local pop-up art market. The team also conducted a market analysis to better understand demand for artist work/live space, performance venues, and other space in New Rochelle, incorporating survey responses from artists, designers, performers, and arts and cultural organizations. Based on this public input and research (along with land use analysis and field surveys), CivicMoxie developed policy recommendations and an implementation-ready set of "kits" to foster the arts and offer incentives for the creation and maintenance of artist and cultural space.



*The Arts + Cultural District will promote both creation by local artists, artisans, and performers (as well as artists pushed out of neighboring New York City by rising rents), and the experience of arts and culture by residents and visitors through shows, public art, and more.*



*Susan Silberberg leads a focus group for local artists to discuss space needs and placemaking ideas for New Rochelle's Arts + Cultural District.*



*CivicMoxie envisioned ways to connect two "nodes" within the district and create a more welcoming, attractive streetscape for artists and visitors alike.*



## CIVICMOXIE - SELECTED PROJECTS

### CULTURAL MASTER PLAN

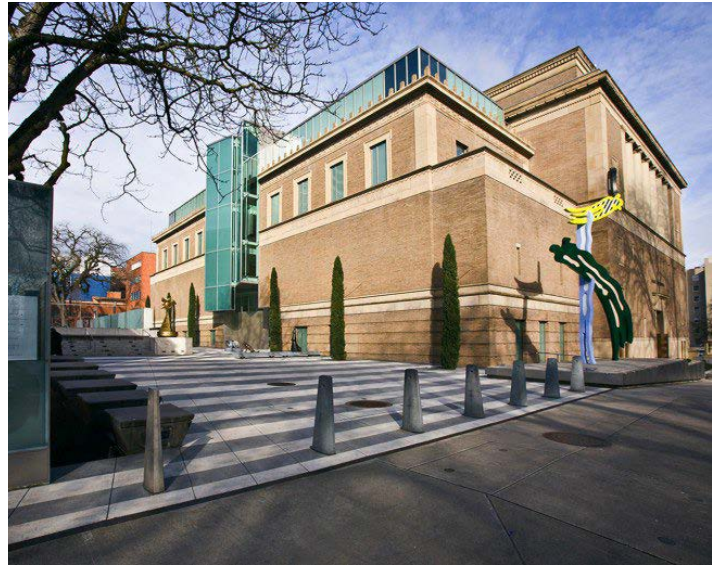
#### PORTLAND, ME

*Arts + Cultural Development, Facilities Planning, Arts District Strategies, Master Plans, Creative Placemaking, Economic Development*

CivicMoxie is working with Creative Portland (the City's official arts agency which focuses on Arts, Culture, and the Creative Economy) to develop a cultural master plan that fits the unique circumstances and economic/demographic environment of Portland. Funded, in part, by a grant from the Maine Arts Commission, Phase I of the cultural master planning process focused on assessing the existing landscape, documenting accomplishments from the City's 1998 Cultural Master Plan, and conducting extensive outreach to test the assumptions of the planning process and codify master plan goals.

CivicMoxie engaged stakeholders that included major arts and cultural institutions and organizations, creative economy entrepreneurs and companies, and individual artists. Outreach also included one-on-one interviews with the regional Chamber of Commerce, the downtown Business Improvement District, and tourism organizations. A key part of the planning process has focused on how to engage the wider community, including civic and business leaders in having a stake in the health of arts, culture, and the creative economy.

CivicMoxie is now entering Phase 2 of the project and is crafting a strategy in which to use one or two signature projects as the launching point for bringing stakeholders together and building a powerful voice for culture at a regional scale.



## CIVICMOXIE - SELECTED PROJECTS

### PLANBTV SOUTH END MASTER PLAN

BURLINGTON, VT

*Arts and Cultural Development, Affordable Artist Space, Creative Placemaking, Arts, Innovation and Enterprise Districts, Master Plans, Real Estate Development, Economic Development*

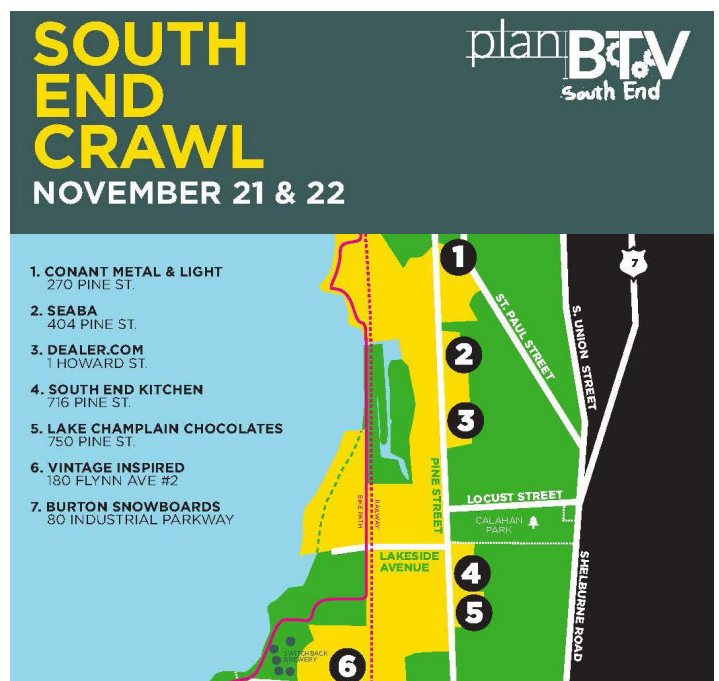
The City of Burlington's Department of Planning and Zoning has sought to develop a master plan for the city's South End neighborhood, an enterprise zone consisting of light industrial, creative businesses, arts/cultural uses, and "maker" spaces. Home to Burton Snowboards, Dealer.com, Lake Champlain Chocolates, and a rich array of smaller entrepreneurs, artists, and craftspeople, the district is a unique place in the city. It is also undergoing change as businesses grow and the number of workers increases.

The master planning process incorporated creative placemaking in an overall effort to address mobility issues, new development guidelines, and land use planning. CivicMoxie led the creative placemaking and innovation/artist district planning portion of the work on the Goody Clancy team. CivicMoxie engaged local artists to create works that fostered community discussions about pressing topics in the district, including the desirability of housing, concerns for artist space affordability, and the search for a walkable district. A social media campaign and industry "crawl" reached out to diverse groups of constituents to inform them about the plan and garner feedback.

Project tasks include investigating how district regulations and incentives can encourage innovation and creativity to foster a 21st-century "enterprise zone", while helping the area retain its affordable, funky character. The resulting plan will strengthen the South End by protecting existing uses while providing a framework for new private investment, vibrant public places, and affordable artist and maker spaces.



*CivicMoxie led the artist engagement portion of the work. Artists created works that engaged the community in questions and discussions about pressing topics in the district, including the desirability of housing, concerns for artist space affordability, and the search for a walkable district.*



*A social media campaign and industry crawl reached out to diverse groups of constituents to inform them about the plan and garner feedback.*



## CIVICMOXIE - SELECTED PROJECTS

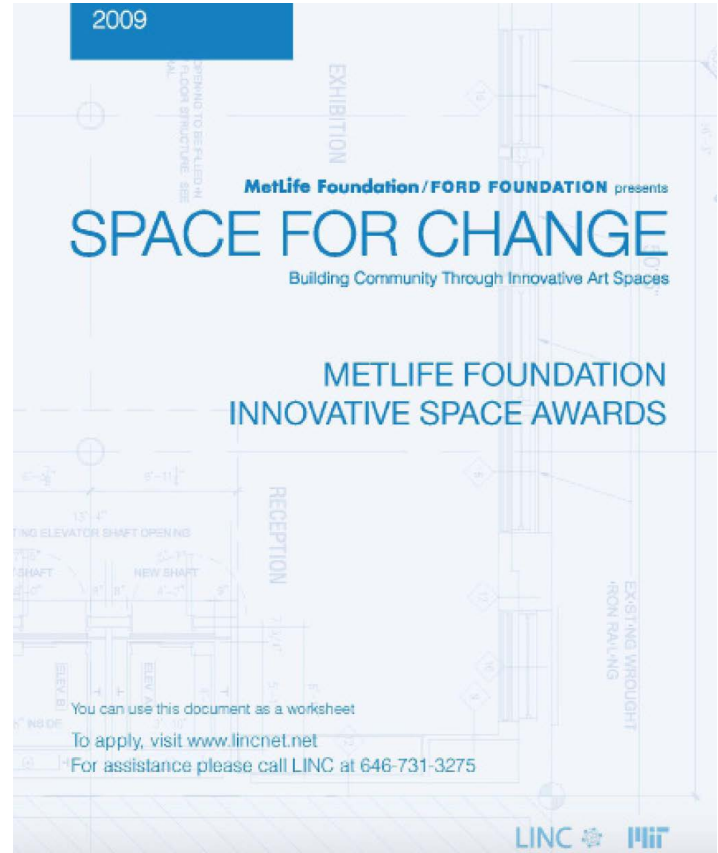
### METLIFE INNOVATIVE SPACE AWARDS

#### UNITED STATES

*Arts and Cultural Development, Affordable Artist Space, Community Redevelopment*

Susan Silberberg started working with Leveraging Investments in Creativity (LINC) in 2006 to create and launch a first-of-its kind program of research, awards and learning to recognize and foster the creation of affordable artist space in communities across the US. In 2009, *Space for Change: Building Communities through Innovative Art Spaces* was launched by LINC in partnership with MIT's Department of Urban Studies and Planning through a funding collaboration between the MetLife Foundation and Ford Foundation. As part of that initiative, The MetLife Innovative Space Awards identified projects that provide affordable space for artists of all types, that contribute to community revitalization and sustainability through artist programming and active collaboration, and that fostered engagement between the artists and the community.

In her role as Associate Director of the program, Susan helped shape the awards structure and criteria and put a research program into place to take full advantage of the depth of information provided by awards applicants from across the country. Performance artists, literary organizations, visual artists, new media organizations and other arts groups offered a glimpse into their successes and challenges around physical space acquisition and development, organizational strategies, and community engagement models. Mining through over 150 applicants, Susan and her MIT research team identified key trends, common challenges and inspiring success stories in affordable artist space development and community collaboration. Susan's work will be presented in a series of publications and case studies beginning in early fall of 2015.



*The MetLife Innovative Space Awards reached far into local communities to draw extensive information about arts facilities, organizations, how affordability is achieved, and how artists engage with communities. The data base from this program has been a rich treasure trove of information that offers lessons and best practices for the field.*



*The wide range of projects—from mobile arts education for elementary school students in Pasadena to Literary Arts in St. Paul—offers a rich catalogue of possibilities for small towns, big cities and communities across the country to take inspiration.*



## CIVICMOXIE - SELECTED PROJECTS

### PLACES IN THE MAKING WHITEPAPER

Susan Silberberg, principal at CivicMoxie, led the placemaking research team that produced *Places in the Making*, an MIT Department of Urban Studies and Planning publication that reveals the widening emphasis of placemaking beyond the design and use of physical place to include the importance of the “making” process in benefiting people and relationships. Design of public spaces during much of the 19th and 20th centuries was guided by industrialization, auto-centered planning, and urban renewal. Top-down planning, centralization of control, and land use regulations eliminated community voices and ultimately fractured the bond between communities and public places. In the 1960s, a movement began which asked the question, “What makes a great public place for people?” These early placemaking efforts focused on listening to the needs and wants of users to determine the physical design elements needed to create good public spaces.

*Places in the Making* shows that in the half-century since the movement began, the “making” has become as important as the “place”; by engaging in the deliberative and communal processes of shaping public spaces, citizens are connecting with each other, forging relationships, and building social capital.

The publication “reveals an astonishing range of placemaking projects, methods and instigators that are taking place across the United States. All have a common emphasis on creating positive change for people and communities through the transformation of a physical place. The research shows that, at the most basic level, the act of advocating for change, questioning regulations, finding funding, and mobilizing others to contribute their voices engages communities and in engaging, leaves these communities better for it

Southwest Airlines supported the research, and the results have provided inspiration for the company’s “Heart of the Community” placemaking sponsorships in cities across the country.



## CIVICMOXIE - SELECTED PROJECTS

### JACKSONVILLE ARTISTS SPACE

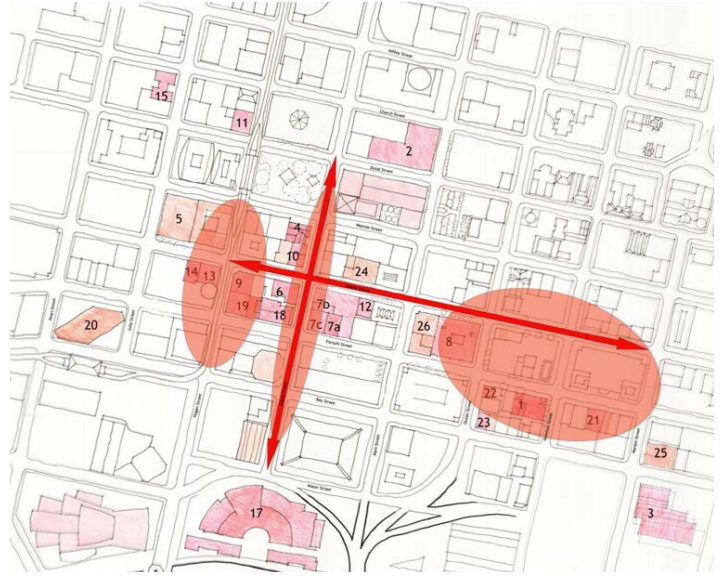
JACKSONVILLE, FL

*Creative Placemaking, Arts, Innovation and Enterprise Districts,  
Master Plans, Real Estate Development, Economic Development*

The City of Jacksonville, in partnership with the Cultural Council of Greater Jacksonville and Downtown Vision, Inc., sought to use the arts as a real estate development catalyst to revitalize the historic downtown.

- Can a downtown of over 20 city-owned vacant buildings and numerous privately-owned structures be transformed through arts-related redevelopment?
- Is there a market for artist work or live/work space in the downtown?
- How can this initiative best serve the vibrant culture of the region?
- What are the best redevelopment scenarios and which buildings provide the maximum impact to leverage limited resources in order to kick start private development?
- What partners can ensure the success of the initiative and how can they be brought on board?

Challenges were met by gauging community interests and resources, conducting market analysis, site and financial feasibility analysis, and preparing cohesive development plans and recommendations. The team worked extensively to bring arts-related development downtown, including working closely with Jacksonville University to develop draft development plans and pro formas for their new film and television production studio in three historic structures in the heart of the Northbank Core.



Calculated Gross Square Footage of Artist Live/work Space

percent break down from Task C	number of live/work units	min sq ft per unit from Task C	min net sq ft	min gross sq ft (90% efficiency )	max sq ft per unit from Task C	max net sq ft	max gross sq ft (90% efficiency)
40%	26	600	15,600	17,333	750	19,500	21,667
10%	7	600	3,900	4,333	750	4,875	5,417
30%	20	800	15,600	17,333	950	18,525	20,583
10%	7	800	5,200	5,778	950	6,175	6,861
10%	7	1000	6,500	7,222	1250	8,125	9,028
100%	65		46,800	52,000		57,200	63,556

## CIVICMOXIE - SELECTED PROJECTS

### WORCESTER ARTS DISTRICT MASTER PLAN\*

WORCESTER, MA

*Arts and Cultural Development, Art Districts, Economic Development, Urban Design, Place-making*

The City of Worcester, in partnership with ArtsWorcester and the Arts District Task Force, sought to create an urban design and economic development road map for the revitalization of a half-mile stretch of Main Street between the civic center and Clark University.

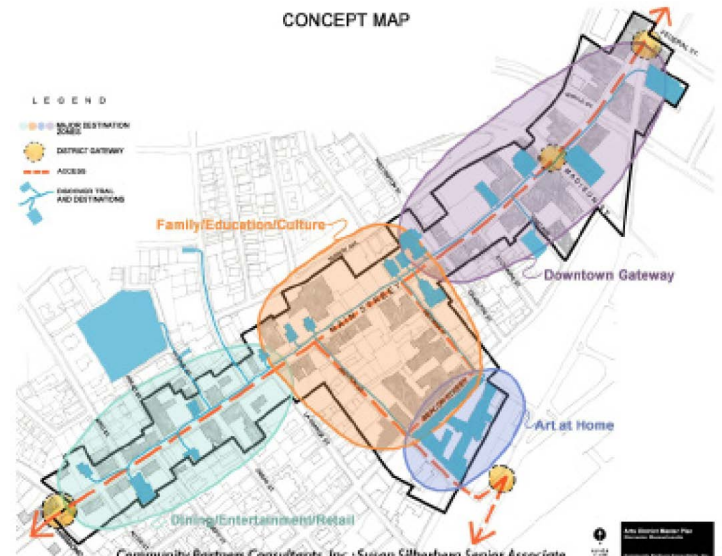
- How can a master plan create a new arts district and provide a home for artists and cultural activities?
- What buildings are appropriate for arts and cultural uses?
- How can redevelopment occur without pricing artists out of the district?
- How can the image of the area change through programming of spaces and activities, and attracting new activities and institutions?
- How can the district put Worcester “on the map” to enable it to compete regionally for artists and disposable income?

Challenges were met by fully utilizing the innovative creation of a Cultural Development Officer with the City’s Office of Economic Development to maximize partnerships for implementation of the plan. The recommended expansion of the arts district boundaries to include warehouses and manufacturing buildings ideal for artist studios and creative economy businesses ensured that the required density of artist space was available to create a vibrant arts and cultural district. The team also worked extensively to identify local community partners that could lock in affordability for artists through development and housing programs.

#### Awards:

- Massachusetts Cultural Council (MCC) “Gold Star” Award
- American Planning Association Massachusetts Chapter, Best Comprehensive Plan Award, Honorable Mention

*\*Community Partners Consultants, Inc./ Susan Silberberg, Senior Vice-President and Project Director*



*The team created four conceptual zones to brand walkable areas of the large district and celebrate the unique character of the arts and cultural resources of each sub-area.*



*The team highlighted opportunities for reuse of underutilized sites on Main Street to accommodate arts and cultural uses and transform perceptions of the district.*



## CIVICMOXIE - SELECTED PROJECTS

### STUDY OF CULTURAL, CIVIC AND NON-PROFIT FACILITIES OF PUBLIC ACCOMMODATION IN BOSTON BOSTON, MA

*Waterfront Planning, Arts and Cultural Development, Real Estate Development, Urban Design, Design Guidelines, District Planning*

The Boston Redevelopment Authority sought to understand the market forces at work, and the needs and concerns of non-profits and arts and cultural institutions that had the potential to invigorate the waterfront with public uses and programming but that were not occupying Harborwalk spaces. Facilities of Public Accommodation (FPAs) are public uses (restaurants, performance areas, hotels, retail, educational and cultural institutions) required under the Commonwealth of Massachusetts' Waterways Regulations (Chapter 91) for new or redevelopment projects. With 47 miles of shoreline within Boston borders and seven major waterfront neighborhoods, the City was seeking to better understand community needs and market forces to offer assistance to developers and help activate waterfront space with appropriate public uses and programming.

- How much space currently exists and how much is projected to come on line in the next ten to fifteen years?
- What are the differences in available space and in the needs of each waterfront neighborhood?
- How can national case studies inform local planning?
- What do non-profits need in terms of waterfront space, leasing arrangements, and economics to enable them to locate on the waterfront?

Challenges were met by meeting with developers and arts and cultural leaders and organizations to understand the needs of both groups. Previously held assumptions about the needs of arts and cultural organizations were dispelled and a new understanding was gained of space needs and financial constraints. The team was able to fashion a set of recommendations that creatively fulfilled the intent of the Chapter 91 regulations while recognizing the challenges facing developers and potential tenants.

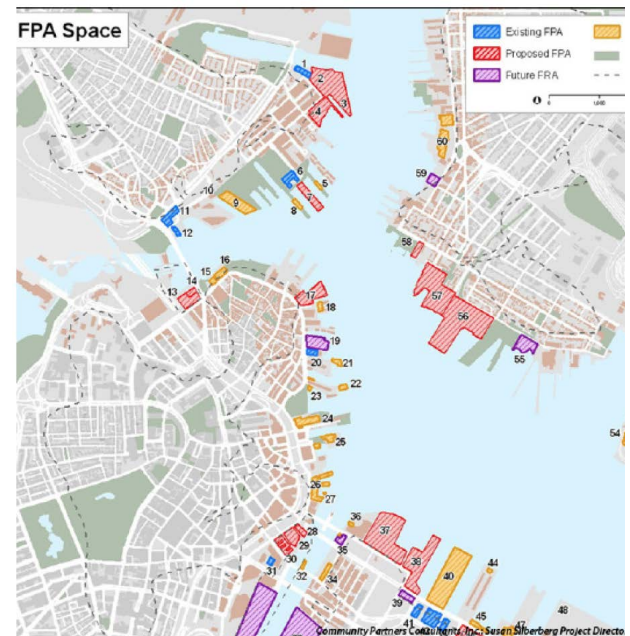
*\*Community Partners Consultants, Inc.: Susan Silberberg, Senior Vice-President and Project Director*



*The team recommended an advisory team and database be created to provide developers with clarity and streamlining of permitting, and a clearinghouse to match non-profit space needs with waterfront ground floor spaces in order to enhance ability to activate waterfront development.*

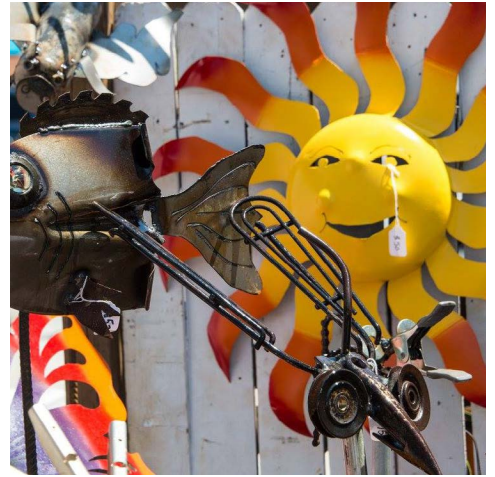


*The team identified unique needs and potential unifying themes in each Boston waterfront neighborhood and developed criteria for public uses on the ground floor and also recommended temporary waterfront uses to fill vacant space in meaningful and impactful ways.*



*The study identified an estimated 21% of the required FPA space was vacant, indicating a weak market for waterfront ground floor public uses and the need for incentives and support systems for developers and tenants in order to activate the public realm.*





## RESUMES





**Susan Silberberg, APA****Planner, Licensed Architect, New York, NCARB Certification #41,596****Professional Practice**

Susan Silberberg is the Founder and Managing Director of CivicMoxie, LLC, a collaborative planning and urban design group with deep experience in placemaking, urban design, arts and culture, real estate development, land use and zoning, and community revitalization. Susan taught in the Department of Urban Studies and Planning for 13 years and is the lead author of the 2013 MIT publication “Places in the Making: How placemaking builds places and communities.” Her firm focuses on innovative and multidisciplinary strategies to ensure planning leads to action. Susan is currently leading the Comprehensive Waterfront Master Plan for Bridgeport, CT; the Cultural Master Plan for Portland, ME, and the Downtown Activation Strategies Plan for Brockton, MA for MassDevelopment. She speaks and conducts workshops on the power of placemaking around the world and was invited to the United Nations European Council on Economic Development in Geneva in 2015 to speak on economic development and has a 2014 TEDx talk on placemaking. Her most recent keynote was at the May 3 Oklahoma Placemakers Conference and she will be speaking on community engagement and equity at the Stockholm Technical Institute in May 2017.

**Education**

MIT, Master in City Planning      Pratt Institute, Bachelor of Architecture

**Selected Projects**Arts and Cultural Planning

Cultural Master Plan, Portland, ME  
 Arts + Cultural District Master Plan, New Rochelle, NY  
 PlanBTV South End Creative Placemaking Project, Burlington, VT  
 Worcester, MA Arts District Master Plan  
 Plan for Cultural, Educational and Non-profit uses on the Boston Waterfront, Boston, MA  
 MetLife Innovative Space Awards  
 Arts and Cultural District Planning, Santurce, San Juan, Puerto Rico

Land Planning and Regulatory

PlanBTV South End, Burlington, VT  
 Town of Brookline 9<sup>th</sup> Elementary School Site Identification Study, Brookline, MA  
 Revitalization/Placemaking for Santurce, San Juan, Puerto Rico  
 Brickbottom Neighborhood Plan, Somerville, MA  
 Union Square Gateway Development Plan, Somerville, MA  
 20/20 Vision for Concord, NH  
 Waterfront Activation Plan for the Charlestown Navy Yard, Boston, MA  
 West Rock Public Housing Re-Design, New Haven, CT

Commercial District Revitalization

Allston Village Main Streets Revitalization Plan  
 St. Claude Avenue Revitalization Plan, New Orleans, LA  
 Broad Street Revitalization Plan, New Orleans, LA  
 Roslindale Village Main Streets Revitalization Plan  
 Hyde/Jackson Square Revitalization Plan  
 Egleston Square Revitalization Plan  
 Mission Hill Revitalization Plan

Strategic and Master Planning

Strategic Plan for Long Term Uses on Long Island, Boston, MA  
 Business Plan for Artists for Humanity, Boston, MA  
 Groundwork Somerville Strategic Plan, Somerville, MA  
 Urban Parks Institute Strategic Planning, New York, NY  
 Master Plan for the Pilgrim Monument and Provincetown Museum

## Alison LeFlore, AICP, Senior Planner / Project Manager

### Professional Practice

*Alison LeFlore, AICP* is a Senior Planner / Project Manager at CivicMoxie, LLC, where she manages multiple projects for both public and private sector clients. She frequently tackles complex projects where she is responsible for coordinating and managing large, multi-disciplinary teams. Alison has diverse experience and a strong foundation in both planning theory and practice. Her professional expertise includes comprehensive planning, downtown, neighborhood, and district planning, visioning, community outreach and engagement, land use policy and zoning, sustainability and equity, planning for livability, and placemaking. She is currently managing projects in Manchester, NH, Brockton, MA, Brookline, MA, and Brighton, MA. She has worked in communities large and small throughout New England as well as with clients in Virginia, Florida, New York, and Europe. She thoroughly enjoys using creative and fun community engagement techniques to make the planning process exciting and compelling.

Prior to joining CivicMoxie, Alison was a Senior Planner at Harriman (formerly The Cecil Group), where she managed comprehensive master plans, town center / neighborhood plans, coastal resiliency plans, and a variety of other projects. She often works in minority-majority communities. Alison's experience spans large, industrial cities working to reinvent and revitalize their communities to suburban communities seeking to balance open space and development pressures to small, rural communities trying to spur development and investment.

### Education

Tufts University, Master of Arts in Urban and Environmental Policy and Planning

Worcester Polytechnic Institute, Bachelor of Science in Environmental Policy and Development

---

### Selected Projects

#### Manchester Connects, Manchester, NH

Alison is managing a multi-disciplinary team to revitalize the area surrounding Manchester's Millyard. The Millyard was at the hub of the city's industrial past and continues to attract creative, technology-based businesses but suffers from a lack connectivity to Manchester's Downtown, located only a few blocks away. Manchester Connects seeks to improve the connectivity between the Millyard and Downtown Manchester, bring vibrancy to the area, and attract more businesses to the area.

#### Jewish Community Housing for the Elderly and Hebrew Senior Life Joint Campus Master Plan, Brookline, MA

Alison is managing a project that brings two organizations together to provide expanded services to their residents. The two organizations are also working with the local senior center and an adjacent Synagogue to coordinate programming space, provide outdoor space, and improve connections between the facilities. In a unique and innovative approach, the two primary clients are working to not only share communal space, but to coordinate staffing, and other resources.

#### Tewksbury Town Center Master Plan, Tewksbury, MA

Alison was Project Manager for a community visioning process to help the Town of Tewksbury identify a shared vision for its Town Center; the project included robust community outreach and engagement, both at public meetings and via an online forum. The vision included a variety of recommendations about land use and zoning changes, transportation improvements, and identified opportunities for economic development within the Town Center. This project was completed while Alison was at The Cecil Group.

#### Brockton Comprehensive Master Plan, Brockton, MA

Alison was the Project Manager for the City of Brockton's first comprehensive master plan in more than two decades. A Blueprint for Brockton is a city-wide comprehensive planning effort with the goal of increasing community pride and recognizing the value of its assets while creating a vision and framework for the City to thrive as a prosperous, livable, and inclusive community that is poised to capitalize on opportunities for growth and economic development. The plan will cover a wide range of topics including housing, transportation, economic development, land use and zoning, open space and recreation, natural and cultural resources, and municipal services and facilities. This work was completed while Alison was at The Cecil Group.

# Kartiki Sharma

## EDUCATION

University of Michigan - Taubman College of Architecture and Urban Planning, Ann Arbor, MI Master of Urban Design	July 2014 - June 2015
Maulana Azad National Institute of Technology, Bhopal, India Bachelor of Architecture	July 2008 - May 2013

## WORK EXPERIENCE

CivicMoxie LLC, Brookline, USA - Urban Designer/Planner	Jan. 2017- Present
Stoss Landscape and Urbanism, Boston, USA - Urban Designer	Nov. 2015 - Dec 2016
Studio Fantastica, Brooklyn, USA - Designer for place-making projects	Aug. 2015 - Oct. 2015
HKS Design Fellowship Midwest, Northville, USA - Restoration Design Fellow	Feb. 24 - Feb. 27 2015
Mayan builders and developers - Indore, India - Project Architect for five residential projects	June 2013 - May 2014
Kamalmangal Das Architects - Ahmedabad, India - Intern for residential and institutional projects	May 2012 - Oct. 2012

## PUBLICATIONS

Fall term studio publication - Trueque, Truco, Trato  
Winter term studio publication - XOCHIMILCO

## EXHIBITIONS

After Oil, Kuwait Pavilion at the Venice Biennale, Between East and West : a Gulf	May-Nov. 2016
Student Show 2015 - Taubman College of Architecture and Urban Planning, Ann Arbor, MI	March 23 2015

## COMPETITIONS

Only a Box - International Idea Competition Team work for architecture in a box - Turin, Italy	February 2016
Dry Futures Competition, 2015, Honorable Mention Worked with Design Earth led by El Hadi Jazairy + Rania Ghosn - Los Angeles, California	September 2015
ULI Hines Competition Team work for the neighbourhood revitalisation - New Orleans, Louisiana	February 2015
UM/ULI Urban Revitalization Competition Team work for the neighbourhood revitalisation - Detroit, Michigan	November 2014
IIT-Bombay Tech-Fest Design Competition Team work for designing a proposal for a Vertical Habitat, Mumbai, India	December 2010

## ACADEMIC AWARDS

NIASA 2013, India - Design Thesis Award	August 2013
Pidilite Award 2013, India - Best Design for environment protection or ecological studies	April 2013

## SKILLS

Digital : Adobe suite, Rhino, ArchGIS, Autodesk AutoCAD | Revit, Google Sketchup, Microsoft Office  
Analog : Manual Drafting & Rendering, Urban Sketching, Physical Model



23 August 2017

Mr. John Gates, Purchasing Manager  
41 Perimeter Center East, Suite 250  
Dunwoody, Georgia 30346

Re: RFQ 17-04 Arts and Culture Master Plan

Dear Mr. Gates,

We are pleased to hear that CivicMoxie has ranked the highest on technical merit and excited about the prospect of working with the City to develop a cultural plan. We submit this best and final fee proposal in response to your email of 8/21/17: **\$85,590**.

Please understand that all of our projects are collaborations with our clients and that scope items/budget are open to further discussions based on particular needs and project refinements.

Regards,

A handwritten signature in blue ink, appearing to read 'Susan Silberberg', is placed above the printed name.

Susan Silberberg, APA  
Principal