



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
dunwoodyga.gov | 678.382.6700

To: Mayor and Council  
City of Dunwoody

From: Eric Linton  
City Manager

Date: June 13, 2020

Subject: Rebidding of Municipal Contracts

Before you today are four recommended contracts covering six service areas for municipal services for the City of Dunwoody. All are to start January 1, 2021. Staff is seeking your approval of all contracts. They are the culmination of six months of staff effort in selecting the best vendors to continue the city's public-private partnership model. Highlights include:

- The total five-year cost estimate of the areas before you today are \$28,994,596. In comparison, the same service areas for the previous five years are expect to cost \$26,049,262 or 11.3% increase. The 2021 costs are estimated to be \$5,764,573 as opposed to the \$5,765,793 million in 2020 a decrease of \$1,220 or negative 0.02%. The full analysis of this comparison is in a table within this memo as well as detailed within the accompanying narrative.
- The contracts continue the public-private partnership for the following areas: Public Works, Parks & Recreation, Planning & Zoning, Permitting & Inspections, Finance & Administration, and Information Technology. Of those areas, three services will be run by the same vendor and three services by new vendors.
- The City chose not to bid out Communications as it was determined to be more cost effective and operationally efficient to bring those actions in house. The City added Facilities Management as an area; however, the City received no bids by the deadline. That area will be rebid later this summer.
- Major service level changes within the proposals are as follows:
  - Public Works: *The overall staffing level for Public Works is proposed to be reduced by 0.4 FTEs compared to current staffing. One of the stormwater engineer positions will be reduced from full time to 10% support for a total of 2.6*



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*FTEs paid for by the stormwater utility while a half time engineering technician will be added under public works administration for a total of 3 FTEs in the general fund. This change for 2021 will be a \$103,000 (24%) cost decrease in the stormwater utility, and an \$85,000 (24%) increase in cost to the general fund compared to 2020. Another change that the city requested from the previous contract is for the construction management to be included in the lump sum cost for public works rather than billed as a percentage of construction cost. Prior to SPLOST, the level of construction funding could vary significantly from year to year, and having the construction management fee based on the construction funding allowed for staffing up or down based on the amount of construction in a given year. Construction management cost will still be charged against capital project budgets and thus will not increase general fund costs. The lump sum construction management fee for 2021 is approximately 7% less than the average fee for the first 2 years of SPLOST. The five year total amount across all funds for public works increases by approximately 5.7% over the current contract.*

- *Parks & Recreation: There is no change of vendor or change of current scope. The current vendor received a contract amendment for 2020 that added two additional staff, one in recreational programs and one in maintenance operations. The contract had only one FTE in 2016. The contract going forward will remain at the same level of service at which it is currently being provided with incremental cost increases year over year. While the five year cost increases by 110% due to the additional staff approved throughout the existing contract, the increase from 2020 to 2021 is only \$337,036 to \$361,178 or 7.2%.*
- *Planning & Zoning/Permitting & Inspections: Both Planning & Zoning along with Permitting & Inspections are currently run by the same firm. While the operating firm changes in this recommendation, those two areas are still united by the same vendor in this new proposal. Personnel numbers are similar with this area having numerous fractional FTEs making summary analysis rather difficult. That information is fully elaborated on in each proposal. Under the current contract, there is a lump sum for both areas and 50% of revenues are shared. Under the new contract, the lump sum is only for Planning & Zoning and 65% of revenues are shared. For comparative purposes, the 2020 year was dropped in terms of revenue sharing and the 2019 amount was used for the four years on the new contract. Given those proxies, there is a 5.0% decrease over five years (\$10.2 million to \$9.7 million) and a 1.2% increase from 2020 to 2021 (\$2.20 million to \$2.22 million).*



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- **Finance & Administration:** *Mayor and Council had already approved an Assistant Finance Director position in May 2020, indicating that the new contract would not have the Accounting Manager position. Proposals were submitted before that action was taken. The final recommendation does not include that in its scope. In this year's process, the contract also adds a risk manager position. The cost comparison from 2020 to 2021 will be an increase of only \$5,058 or 0.4% with that position swap. The five-year total amount increases from \$5.5 million to \$6.0 million or 9.3%.*
- **Information Technology:** *This recommendation expands staffing to include a 1.0 FTE Network Engineer II, a 0.4 FTE Security Engineer, and a 1.0 IT Support Specialist (the last position starting in 2023). After the recent successfully defended cyber-attack and with the nature of working remotely to be more commonplace, the added staffing levels are warranted. Also, due to the expanding workload of Geographic Information Systems (GIS), this recommendation adds an entry level 1.0 GIS Technician. The year over year increase from 2020 to 2021 is \$962,887 to \$951,085 or a decrease of 1.2%. The five-year total amount increases from \$3.9 million to \$5.5 million or 42.0%. As a note, without the additional positions, the increase for five years would have been 7.3%.*



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### Summary Analysis of Cost (Previous Contracts v Proposed Contracts)

| <u>5 Year Cost</u>        | <u>2016-2020</u> | <u>2021-2025</u> | <u>2020</u> | <u>2021</u> | <u>Chng Five Year</u> | <u>Chng One Year</u> |
|---------------------------|------------------|------------------|-------------|-------------|-----------------------|----------------------|
| Public Works (1)          | 5,515,895        | 5,828,632        | 1,142,410   | 1,097,580   | 5.7%                  | -3.9%                |
| Parks (2)                 | 912,932          | 1,917,545        | 337,036     | 361,178     | 110.0%                | 7.2%                 |
| Planning / Permitting (3) | 10,232,196       | 9,716,621        | 2,195,762   | 2,221,964   | -5.0%                 | 1.2%                 |
| Finance (4)               | 5,501,973        | 6,014,007        | 1,127,708   | 1,132,766   | 9.3%                  | 0.4%                 |
| IT (5)                    | 3,886,266        | 5,517,791        | 962,877     | 951,085     | 42.0%                 | -1.2%                |
|                           | 26,049,262       | 28,994,596       | 5,765,793   | 5,764,573   | 11.3%                 | -0.02%               |
|                           |                  |                  |             |             |                       |                      |

This table is a comparison of old versus new contracts. Please be aware in some cases, scope and staffing change occurs. Important information is footnoted below and also detailed elsewhere in this memo.

(1) Project management is now folded into the Public Works figure and not a percent of projects. The five year estimate under the old method is included for comparison.

(2) The dramatic five-year increase in Parks is primarily because the older contract contained only one FTE for one year, two FTE for three years, and four FTE for one year.

(3) The amounts shown combine Planning and Permitting cost. For 2016-2020, actual base cost plus actual fees earned shown through 2019. To keep comparisons equal, 2021-2025 also shows only four years of earned fees. For the 2020 / 2021 comparison, 2019 actual data used for earned fees against new rates.

(4) Finance's scope has limited change and is detailed elsewhere in this memo.

(5) For IT, 2020 has an additional \$125,000 of contract availability for cyber strike related costs. The 2021-2025 contract has additional staff detailed elsewhere in this memo.





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### Recommendation

Staff recommend the following vendors for the specific areas. Scores and five year costs below.

Public Works and Parks (two areas): **Lowe**

Finance: **Jacobs**

Planning and Permitting (two areas): **Collaborative**

Information Technology: **InterDev**

| <u>Public Works</u>         |                      |                            | <u>Information Technology</u>              |                      |                            |
|-----------------------------|----------------------|----------------------------|--|----------------------|----------------------------|
| <u>Vendor</u>               | <u>Score</u>         | <u>Cost</u>                | <u>Vendor</u>                              | <u>Score</u>         | <u>Cost</u>                |
| <b><u>Lowe</u></b>          | <b><u>143.25</u></b> | <b><u>\$ 5,828,632</u></b> | <b><u>Interdev</u></b>                     | <b><u>139.17</u></b> | <b><u>\$ 5,517,791</u></b> |
| Jacobs                      | 133.44               | \$ 6,647,489               | VC3  | 119.75               | \$ 4,631,200               |
|                             |                      |                            |  |                      |                            |
| <u>Finance</u>              |                      |                            | <u>Permitting</u>                          |                      |                            |
| <u>Vendor</u>               | <u>Score</u>         | <u>Cost</u>                | <u>Vendor</u>                              | <u>Score</u>         | <u>Cost (*)</u>            |
| <b><u>Jacobs</u></b>        | <b><u>138.98</u></b> | <b><u>\$ 6,014,007</u></b> | <b><u>Collaborative</u></b>                | <b><u>126.23</u></b> | <b><u>\$ 1,562,290</u></b> |
| CPL                         | 124.00               | \$ 5,525,427               | Jacobs                                     | 124.23               | \$ 1,562,290               |
| Inframark                   | 120.36               | \$ 6,254,179               | SAFEbuilt                                  | 122.00               | \$ 2,042,995               |
| JAT                         | 110.92               | \$ 7,894,889               | CPL  | 113.43               | \$ 1,406,061               |
|                             |                      |                            | Charles Abbott                             | 99.25                | \$ 1,271,938               |
| <u>Planning</u>             |                      |                            | (*) Figure shows one year revenue sharing. |                      |                            |
| <u>Vendor</u>               | <u>Score</u>         | <u>Cost</u>                |  |                      |                            |
| <b><u>Collaborative</u></b> | <b><u>136.50</u></b> | <b><u>\$ 3,467,461</u></b> | <u>Parks</u>                               |                      |                            |
| Jacobs                      | 129.10               | \$ 3,631,094               | <u>Vendor</u>                              | <u>Score</u>         | <u>Cost</u>                |
| CPL                         | 124.34               | \$ 3,680,124               | <b><u>Lowe</u></b>                         | <b><u>147.50</u></b> | <b><u>\$ 1,917,545</u></b> |

**MULTI-YEAR CONTRACT  
SERVICE PROVIDER CONTRACT  
RFP 20-04 MUNICIPAL SERVICE PROVIDER**

This **CONTRACT** made and entered into this **15<sup>TH</sup> DAY OF JUNE 2020** by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the "City"), and, **LOWE ENGINEERS, LLC** (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

The services to be performed under this Contract shall commence on January 1, 2021. The initial term of this Contract shall be through December 31, 2021. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for three additional twelve-month terms along with a fourth additional twelve-month term subject to Council approval, for a total lifetime Contract term of five years, upon the same terms and conditions, as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2026.

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, clarifications and modifications, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid, the City's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid (Exhibit A). The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider shall indemnify 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 in accordance with the terms contained in General Conditions Section 7.14 of the RFP.

**6. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause as outlined in General Conditions Section Section 7.18 of the RFP. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7 TERMINATION FOR CONVENIENCE:**

The City may terminate this agreement for convenience as outlined in General Conditions Section Section 7.18 of the RFP.

**8. 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 Service Provider 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.

**9. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**10. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation except in accordance with General Conditions Section 7.20 of the RFP.

**11. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**12. SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**13. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

**14. MERGER CLAUSE:**

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

**15. TRAVEL COST REIMBURSEMENT**

If travel cost reimbursement is to be a part of this contract then the vendor must comply with the City's Travel Policy.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

(Signatures Next Page)

CITY OF DUNWOODY, GEORGIA

By: \_\_\_\_\_  
Lynn Deutsch, Mayor  
City of Dunwoody, Georgia

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
City Clerk/ City of Dunwoody

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
City of Dunwoody Staff Attorney

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

Solicitation No. RFP 20-04

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dunwoody at the time the subcontractor(s) is retained to perform such service.

E-Verify \* User Identification Number: \_\_\_\_\_

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

BY: Authorized Officer or Agent Date: \_\_\_\_\_  
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor: \_\_\_\_\_

Printed Name of Authorized Officer or Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)





June 3, 2020

John Gates, Purchasing Manager  
City of Dunwoody  
4800 Ashford Dunwoody Rd, Second Floor  
Dunwoody, GA 30338

Re: Request for Proposals - RFP 20-04 - Municipal Government Services – Cost Proposal - BAFO

Dear Mr. Gates & Selection Committee Members,

Per discussions today and at your request it is our pleasure to submit the attached BAFO cost response to the Request for Proposals for Municipal Government Services procurement for the City of Dunwoody in the areas of Public Works and Parks and Recreation.

We feel so strongly about continuing our relationship with Dunwoody that we are offering overhead cost savings while upgrading our service. Our staff is irreplaceable and vital to our business. We invite you to reselect the team in place so we can continue to deliver continuity of operations and consistency of delivery to Dunwoody citizens and visitors.

As requested, we are providing the completed Cost Tables, showing our lump sum proposed costs for Public Works and Parks and Recreation. Additionally, we are providing unit rates for potential work outside the basic scope of services.

We definitely have some flexibility with our proposed level of service and with our costs and request the opportunity to negotiate to meet the City's expectations and goals. Also, we are willing to negotiate our proposed staffing.

We acknowledge that this proposal may not be withdrawn for a period of one hundred eighty (180) days after the date and time of the proposal opening, April 17, 2020.

As the General Manager of Lowe Engineers, LLC, I am authorized to bind the LLC. If you need additional information, please contact me at 404-312-1843 or by email at [jon.drysdale@loweengineers.com](mailto:jon.drysdale@loweengineers.com). Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Jon Drysdale".

Jon Drysdale  
Managing Partner  
Attachment: Cost Tables

Appendix D –Cost Table

Submitted by (FIRM)           Lowe Engineers, LLC          

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

Pricing may be, but is not required to be, included for each potential combination of service areas in addition to the individual service areas. For example, Bidder submitting a proposal for Parks and Recreation as well as Public Works may include a schedule for Parks and Recreation, a schedule for Public Works, and a schedule if awarded for both service areas. With seven service areas, this creates a potential for an excessive number of alternative pricing options. Accordingly, the City asks each Bidder to consider limiting the number of alternative schedules to the three most likely or most desirable combination of services in addition to the schedule(s) for individual service(s). Contractors may provide additional options, but they are not expected or required.

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus the burden and profit ratios not-to-exceed those ratios proposed in Appendix D.

Please provide the proposed costs for all applicable service areas. If your organization is not proposing for a specific service area, please indicate so by marking N/A in the corresponding row.

**Not-to-Exceed Price by Year and Service Area FIRM ( Lowe Engineers, LLC )**

|  | <b>Not-to-Exceed Price by Year and Service Area</b> |                          |                          |                          |                          |                    |
|--|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------|
|  | <b>2021 <sup>1</sup></b>                            | <b>2022 <sup>1</sup></b> | <b>2023 <sup>1</sup></b> | <b>2024 <sup>1</sup></b> | <b>2025 <sup>1</sup></b> | <b>2021 - 2025</b> |
| <b>Public Works</b>                        | \$1,097,850   | \$1,130,785              | \$1,164,709              | \$1,199,650              | \$1,235,639              | \$5,828,632        |
| <b>Finance and Administrative Services</b> | N/A   | N/A                      | N/A                      | N/A                      | N/A                      | N/A                |
| <b>Planning and Zoning</b>                 | N/A   | N/A                      | N/A                      | N/A                      | N/A                      | N/A                |
| <b>Information Technology</b>              | N/A   | N/A                      | N/A                      | N/A                      | N/A                      | N/A                |
| <b>Permitting and Inspections*</b>         | N/A   | N/A                      | N/A                      | N/A                      | N/A                      | N/A                |
| <b>Parks and Recreation</b>                | \$361,178   | \$372,014                | \$383,174                | \$394,669                | \$406,510                | \$1,917,545        |
| <b>Facilities Management #</b>             | N/A   | N/A                      | N/A                      | N/A                      | N/A                      | N/A                |

\*The City requests that all Bidders proposing for the Permitting and Inspection services shall provide the City with an alternative method of calculating the contract cost in lieu of the lump sum fee and will show the fee in the table above based on a percentage of an estimated \$1,000,000 in permitting and inspection revenues. (The City generated \$2,338,399. in 2018 and \$2,403,523 in 2019.) Please provide the proposed percentage of the permitting and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Permitting and Inspections: \_\_\_\_\_%

# The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

**Submitted by (FIRM)** Lowe Engineers, LLC

The City will not compensate the Contractor for any "phase-in" or "ramp-up" expenses. Although services should be provided immediately upon commencement of the contract, any such costs incurred should be included in the burden ratio and spread throughout the duration of the Contract's term. City shall pay the contractors in twelve payments for each month in accordance with the Contract's General Conditions (Section 7.11 (B)) to be reviewed and adjusted in accordance with the Contract's General Conditions (Section 7.11 (G)).

Alternative Option One – Service Areas Included

N/A

Alternative Option Two – Service Areas Included

N/A

Alternative Option Two – Service Areas Included

N/A

Contracts may present additional options but an additional option(s) is not expected or required. If submitted, please use the format provided.

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

**Date** June 3, 2020

**Printed Name and Title** Jon Drysdale, Managing Partner, Lowe Engineers, LLC

**Telephone Number** 404-312-1843

**Email Address** jon.drysdale@loweengineers.com

**Submitted by (FIRM)** Lowe Engineers, LLC

### **Cost Table**

Please use the following table to list all proposed positions as well as potential positions that may potentially be needed later during the term of the contract. Please use a separate cost table for each Service Area. For the second column labeled "FTE Equiv", please include the anticipated percentage of time the position will spend dedicated to City contracted services. If you anticipate that percentage changing during the contract term, please use a separate line for each time it changes, as exemplified below. Alongside each position, add the not-to-exceed annual rate of compensation for each position for each year of the contract. In the final two columns, add the burden ratio and profit ratio. Burden ratio should include all non-direct labor costs including taxes and benefits, back office support and project management, communication and transportation equipment, dues and training, phase-in costs, etc. As a reminder, the burden ratio should include at least 5% of the direct labor to be used as directed by the City for training and travel related to training as specified in Section 3.3.2 (except for Facilities Management).

The total shown above in Appendix D, Page III should be the sum of the proposed positions, burden ratio and profit ratio except for Permitting and Inspections and Construction Management reflected as a percentage of revenues.

# The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

**Firm Name** Lowe Engineers, LLC

Firm Name: Lowe Engineers, LLC

| Position/Action                | FTE<br>Equiv | 2021 Direct<br>Labor | 2022 Direct<br>Labor | 2023 Direct<br>Labor | 2024 Direct<br>Labor | 2025 Direct<br>Labor | Burden<br>Ratio | Profit<br>Ratio | Not-To-Exceed<br>Position Price |
|--------------------------------|--------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------|-----------------|---------------------------------|
| For Public Works:              |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Stormwater                     |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Stormwater Manager             | 1.00         | \$ 86,567            | \$ 89,164            | \$ 91,839            | \$ 94,594            | \$ 97,432            | 59%             | 10%             | \$ 776,717                      |
| Stormwater Engineer            | 1.00         | \$ 60,575            | \$ 62,393            | \$ 64,264            | \$ 66,192            | \$ 68,178            | 59%             | 10%             | \$ 543,509                      |
| Stormwater Technician          | 0.50         | \$ 31,384            | \$ 32,325            | \$ 33,295            | \$ 34,294            | \$ 35,323            | 59%             | 10%             | \$ 281,588                      |
| MS4 Engineer                   | 0.10         | \$ 11,175            | \$ 11,510            | \$ 11,856            | \$ 12,211            | \$ 12,578            | 59%             | 10%             | \$ 100,268                      |
|                                |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Capital Projects               |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Capital Projects Manager       | 1.00         | \$ 118,548           | \$ 122,104           | \$ 125,767           | \$ 129,540           | \$ 133,426           | 59%             | 10%             | \$ 1,063,661                    |
|                                |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Traffic                        |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Traffic Engineer               | 0.50         | \$ 61,163            | \$ 62,997            | \$ 64,887            | \$ 66,834            | \$ 68,839            | 59%             | 10%             | \$ 548,777                      |
|                                |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Construction Management        |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Construction Manager           | 0.50         | \$ 72,925            | \$ 75,113            | \$ 77,366            | \$ 79,687            | \$ 82,078            | 59%             | 10%             | \$ 654,318                      |
| Construction Manager           | 0.75         | \$ 93,858            | \$ 96,673            | \$ 99,573            | \$ 102,561           | \$ 105,637           | 59%             | 10%             | \$ 842,131                      |
| Construction Technician        | 0.50         | \$ 31,384            | \$ 32,325            | \$ 33,295            | \$ 34,294            | \$ 35,323            | 59%             | 10%             | \$ 281,588                      |
|                                |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Administration                 |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Administrative Coordinator     | 1.00         | \$ 54,077            | \$ 55,700            | \$ 57,371            | \$ 59,092            | \$ 60,865            | 59%             | 10%             | \$ 485,207                      |
| Field Technician/Eng           | 0.50         | \$ 27,960            | \$ 28,799            | \$ 29,663            | \$ 30,553            | \$ 31,469            | 59%             | 10%             | \$ 250,869                      |
|                                |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| For Parks and Recreation:      |              |                      |                      |                      |                      |                      |                 |                 |                                 |
| Recreation Programs Supervisor | 1.00         | \$ 64,588            | \$ 66,525            | \$ 68,521            | \$ 70,577            | \$ 72,694            | 59%             | 10%             | \$ 579,508                      |
| Parks and Recreation Manager   | 1.00         | \$ 57,844            | \$ 59,579            | \$ 61,366            | \$ 63,207            | \$ 65,104            | 59%             | 10%             | \$ 518,999                      |
| Recreation Programs Leader     | 1.00         | \$ 51,748            | \$ 53,301            | \$ 54,900            | \$ 56,547            | \$ 58,243            | 59%             | 10%             | \$ 464,309                      |
| Park Operations Coordinator    | 1.00         | \$ 39,535            | \$ 40,722            | \$ 41,943            | \$ 43,201            | \$ 44,497            | 59%             | 10%             | \$ 354,729                      |
|                                |              |                      |                      |                      |                      |                      |                 |                 |                                 |



## Lowe Engineers, LLC Unit Rates 2021-2025 For Additional Services

| Category                          | 2021          | 2022          | 2023          | 2024          | 2025          |
|-----------------------------------|---------------|---------------|---------------|---------------|---------------|
| Principal                         | \$280         | \$287         | \$294         | \$302         | \$309         |
| Senior Project Manager            | \$205         | \$210         | \$215         | \$221         | \$226         |
| Senior Project Specialist         | \$260         | \$267         | \$273         | \$280         | \$287         |
| Project Manager                   | \$165         | \$169         | \$173         | \$178         | \$182         |
| Traffic Project Manager           | \$230         | \$236         | \$242         | \$248         | \$254         |
| Senior Traffic Engineer           | \$190         | \$195         | \$200         | \$205         | \$210         |
| Traffic Engineer                  | \$115         | \$118         | \$121         | \$124         | \$127         |
| Senior Project Engineer           | \$125         | \$128         | \$131         | \$135         | \$138         |
| Project Engineer                  | \$110         | \$113         | \$116         | \$118         | \$121         |
| Design Engineer                   | \$95          | \$97          | \$100         | \$102         | \$105         |
| Senior Geospatial Analyst         | \$105         | \$108         | \$110         | \$113         | \$116         |
| Geospatial Analyst                | \$80          | \$82          | \$84          | \$86          | \$88          |
| Senior GIS Technician             | \$105         | \$108         | \$110         | \$113         | \$116         |
| GIS Technician                    | \$80          | \$82          | \$84          | \$86          | \$88          |
| Senior Technician                 | \$100         | \$103         | \$105         | \$108         | \$110         |
| Senior Data Analyst               | \$125         | \$128         | \$131         | \$135         | \$138         |
| Technician                        | \$85          | \$87          | \$89          | \$92          | \$94          |
| Senior Construction Manager       | \$200         | \$205         | \$210         | \$215         | \$221         |
| Construction Manager              | \$170         | \$174         | \$179         | \$183         | \$188         |
| Construction Inspector/Technician | \$100         | \$103         | \$105         | \$108         | \$110         |
| Professional Land Surveyor        | \$225         | \$231         | \$236         | \$242         | \$248         |
| Survey Supervisor                 | \$125         | \$128         | \$131         | \$135         | \$138         |
| Field Supervisor                  | \$105         | \$108         | \$110         | \$113         | \$116         |
| Survey Crew (3 person)            | \$175         | \$179         | \$184         | \$188         | \$193         |
| Survey Crew (2 person)            | \$145         | \$149         | \$152         | \$156         | \$160         |
| Survey Crew (1 person)            | \$105         | \$108         | \$110         | \$113         | \$116         |
| Scanner Field Crew                | \$275         | \$282         | \$289         | \$296         | \$304         |
| Scanner Technician                | \$120         | \$123         | \$126         | \$129         | \$132         |
| Unmanned Aerial System (sUAS)     | \$250         | \$256         | \$263         | \$269         | \$276         |
| UAV Data Processing               | \$120         | \$123         | \$126         | \$129         | \$132         |
| Research                          | \$100         | \$103         | \$105         | \$108         | \$110         |
| Clerical                          | \$70          | \$72          | \$74          | \$75          | \$77          |
| Senior Accountant/Admin           | \$100         | \$103         | \$105         | \$108         | \$110         |
| Expenses                          | Cost plus 10% | Cost plus 10% | Cost plus 10% | Cost plus 10% | Cost plus 10% |



June 3, 2020

John Gates, Purchasing Manager  
City of Dunwoody  
4800 Ashford Dunwoody Rd, Second Floor  
Dunwoody, GA 30338

Re: Request for Proposals - RFP 20-04 - Municipal Government Services – Cost Proposal - Vehicles

Dear Mr. Gates,

Per discussions today I am confirming we will be providing five new vehicles in support of this proposed contract. Details have not been finalized and will be coordinated with Michael Smith and Brent Walker at the appropriate time.

As the General Manager of Lowe Engineers, LLC, I am authorized to bind the LLC. If you need additional information, please contact me at 404-312-1843 or by email at [jon.drysdale@loweengineers.com](mailto:jon.drysdale@loweengineers.com) . Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Jon Drysdale".

Jon Drysdale  
Managing Partner

# BUILDING<sub>ON</sub> OUR SUCCESS




## City of Dunwoody

Request for Proposals - RFP 20-04  
Municipal Government Services  
Public Works & Parks and Recreation  
Technical Proposal  
April 17, 2020

City of  
**Dunwoody**  
Georgia

**LOWE**  
ENGINEERS

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BUILDING<sub>ON</sub>  
OUR SUCCESS







April 17, 2020

John Gates, Purchasing Manager  
City of Dunwoody  
4800 Ashford Dunwoody Rd, Second Floor  
Dunwoody, GA 30338

*Re: Request for Proposals - RFP 20-04 - Municipal Government Services*

Dear Mr. Gates & Selection Committee Members,

On behalf of Lowe Engineers it is a great pleasure to submit our response for the Public Works and Parks and Recreation service areas. The City of Dunwoody requires a highly experienced contractor to manage the delivery of municipal government services. Having performed as the City's Public Works and Parks and Recreation Departments' service provider since 2008, Lowe Engineers values the opportunity to build upon our successful partnership as we enter the new decade. We are confident that our institutional knowledge, proven viable solutions, and reliable local resources will translate into unparalleled value to the City.

**Unmatched Institutional Knowledge** - This team has no learning curve. Supporting Public Works and Parks and Recreation for twelve years has equipped Lowe with a comprehensive understanding of the City's methodologies, leadership and personnel, and most importantly, its citizens. This intimate knowledge enables us to act as an extension of your team. Lowe already has the infrastructure and the insight to keep projects and initiatives moving forward and can offer uninterrupted service.

**Proven Solutions** - The City must be able to rely fully on its contractor to execute this type of municipal services contract. Not only has Lowe provided highly qualified staff to serve in the Public Works and Parks and Recreation Departments, we also have a proven track record of retaining our personnel in these required positions to ensure stability. As a Georgia-based firm, we have the local staff in place to manage the full scope of work, as well as scalable resources ready to supplement the team as needed.

**A Stable Partnership** - The best evidence of future success lies in our past achievements. Through our partnership, the City of Dunwoody can point to thoughtful solutions that were effectively implemented and are now being enjoyed by residents of the community. Lowe's approaches are not experimental or attention-seeking; they are localized, well-planned, and strategically designed to meet the City's schedule, budget, and specific goals. We value safety, responsiveness, and customer service above all else, and this is displayed by our proven track record.


The Lowe team is incredibly grateful to have served as the City of Dunwoody's Public Works and Parks and Recreation service provider for the past twelve years, but we do not feel that our work is done. We look forward to the opportunity to continue *Building on Our Success* that we have had together.

Thank you again for the opportunity to submit and we appreciate your detailed review of this response. We request the opportunity to present our Team in person or virtually. We acknowledge that this proposal may not be withdrawn for a period of one hundred eighty (180) days after the date and time of the proposal opening on April 17, 2020. I will be the contact person for our response and my contact information is provided below.

Sincerely,

Lowe Engineers, LLC  
Jon Drysdale, PE  
Managing Partner  
p. 404.312.1843  
990 Hammond Drive, Suite 900  
Atlanta, GA 30328  
jon.drysdale@loweengineers.com





*During the past 12 years, the City of Dunwoody (City) and Lowe Engineers (Lowe) have partnered in the start-up and operations of the City.*

Park at Pernoshal Court

## INTRODUCTION

During the past 12 years, the City of Dunwoody (City) and Lowe Engineers (Lowe) have partnered in the start-up and operations of the City. We have initiated, established and performed the myriad of services required in Public Works and Parks and Recreation. We are uniquely qualified to continue to provide these services, and move the City forward with new ideas based on the lessons learned under our past and current contracts, **BUILDING ON OUR SUCCESS.**

Lowe does more than just provide Dunwoody government services, “we are your staff.” We know your facilities and programs better than any other firm and can provide a greater rate of return on the City’s investment. We have a distinct approach and perspective to provide the required services with knowledgeable, skilled, and professional staff.

Our approach, experience, and current contract with the City allow us to provide the municipal services for Public Works and Parks and Recreation. We have become immersed in the culture of the City and apply that to our daily work. We are super-responsive no matter how small the task or service; we are sensitive to the citizens and their needs, and we become collaborative partners with other City staff. This public-private partnership provides a fresh perspective for all stakeholders and results in innovative and cost-effective solutions to the needs of the City.

## EXAMPLES OF SUCCESS LOWE HAS HAD WORKING WITH THE CITY

### SUCCESS IN PAVEMENT MANAGEMENT

Lowe has successfully executed the pavement management program of the City, which has funded over \$26 million for resurfacing City-owned streets. Lowe has evaluated all sections of all streets numerous times to assist in the prioritization of the funding. The following table shows the centerline miles, lane miles, and the cost of the annual programs that Lowe has executed.

| YEAR         | CENTER LINE MILES | LANE MILES    | COST                 |
|--------------|-------------------|---------------|----------------------|
| 2010         | 2.73              | 5.47          | \$576,434            |
| 2011         | 7.4               | 17.6          | \$1,471,531          |
| 2012         | 5.3               | 14.3          | \$1,300,925          |
| 2013         | 10.7              | 22.7          | \$2,298,705          |
| 2014         | 2.1               | 5             | \$2,085,000          |
| 2015         | 8.4               | 16.8          | \$2,050,000          |
| 2016         | 12.9              | 29.5          | \$3,650,000          |
| 2017         | 10                | 30.6          | \$3,680,000          |
| 2018         | 9                 | 22.6          | \$3,318,608          |
| 2019         | 10.4              | 22            | \$4,153,590          |
| 2020         | 10.1*             | 25.65*        | \$3,881,364*         |
| <b>TOTAL</b> | <b>89.3</b>       | <b>212.22</b> | <b>\$ 26,238,225</b> |

### SUCCESS IN CAPITAL PROJECTS – INTERSECTION IMPROVEMENTS

Lowe has successfully executed the intersection improvements portion of the capital projects of the City. These are very complicated, with a lot of components, and proceed from pre-concepts through complete designs to construction and operations. Lowe has completed the following five intersection improvement projects approved by the City.

| Project                        | Year      | Construction Cost |
|--------------------------------|-----------|-------------------|
| Tilly Mill at North Peachtree  | 2015-2017 | \$3,700,000       |
| Traffic Signal at Meadow Lane  | 2017      | \$200,000         |
| Mt. Vernon at Vermack          | 2018-2019 | \$1,840,000       |
| N. Peachtree Ramp Planting     | 2018      | \$70,000          |
| Meadow Lane Left Turn Lane Imp | 2019      | \$143,000         |

## SUCCESS IN CAPITAL PROJECTS – CORRIDOR IMPROVEMENTS

Lowe has successfully executed the corridor improvements portion of the capital projects of the City. These are also very complicated, with a lot of components, and proceed from pre-concepts through complete designs to construction and operations. Lowe has completed/is completing the following six-corridor improvement projects approved by the City.

| Project                               | Year      | Construction Cost |
|---------------------------------------|-----------|-------------------|
| Village Main Street                   | 2014      | \$1,400,000       |
| Mt. Vernon W/M & Sidewalk             | 2016      | \$2,377,000       |
| Chamblee Dunwoody                     | 2016      | \$3,750,000       |
| City wide Traffic Signal Improvements | 2018      | \$1,500,000       |
| PCID ATMS                             | 2019      | \$1,860,000       |
| Roberts Drive – Austin Elementary     | 2019-2020 | \$1,363,000       |

## SUCCESS IN STORMWATER UTILITY INFRASTRUCTURE OPERATIONS AND MAINTENANCE

Lowe has successfully operated the stormwater utility since it started and has managed over \$21 million in maintenance and operations, including meeting all the requirements of the MS4 permit. We have also completed Capital Projects in stormwater infrastructure that total over \$9 million. The following table shows the dollar amounts that Lowe has managed for the City.

| Year         | Budget              | O&M Budget          | Project Locations | Capital Funding    |
|--------------|---------------------|---------------------|-------------------|--------------------|
| 2009         | \$479,500           | \$270,025           | 4                 | \$96,057           |
| 2010         | \$902,100           | \$428,100           | 2                 | \$63,354           |
| 2011         | \$1,459,441         | \$996,941           | 15                | \$477,055          |
| 2012         | \$1,418,063         | \$1,149,763         | 22                | \$712,122          |
| 2013         | \$2,112,816         | \$1,822,316         | 41                | \$1,139,247        |
| 2014         | \$2,043,600         | \$1,803,100         | 34                | \$1,319,661        |
| 2015         | \$2,121,000         | \$1,785,000         | 20                | \$842,254          |
| 2016         | \$2,191,906         | \$1,999,000         | 27                | \$1,447,772        |
| 2017         | \$2,037,222         | \$1,704,118         | 15                | \$923,063          |
| 2018         | \$2,090,583         | \$1,726,883         | 15                | \$1,213,538        |
| 2019         | \$2,144,950         | \$1,587,000         | 17                | \$1,274,989        |
| 2020         | \$2,349,055         | \$1,750,000         | 25                | \$1,750,000        |
| <b>TOTAL</b> | <b>\$21,350,236</b> | <b>\$17,022,246</b> |                   | <b>\$9,509,112</b> |

Lowe knows the City stormwater infrastructure in extreme detail. The following table lists the major components of the stormwater infrastructure system that we operate and maintain.

| Pipes/Channels     | # Assets      | Total Length (feet) | Total Length (Miles) |
|--------------------|---------------|---------------------|----------------------|
| City Of Dunwoody   | 5,765         | 550,426.5           | 104.2                |
| Dry Open Channel   | 461           | 53,346.5            | 10.1                 |
| Flume              | 154           | 8,499.3             | 1.6                  |
| Gravity Pipe       | 4,268         | 350,417.3           | 66.4                 |
| Wet Open Channel   | 882           | 138,163.3           | 26.2                 |
| Private            | 5,332         | 493,401.3           | 93.4                 |
| Dry Open Channel   | 353           | 41,883.2            | 7.9                  |
| Flume              | 201           | 9,107.5             | 1.7                  |
| Gravity Pipe       | 4,103         | 328,863.4           | 62.3                 |
| Wet Open Channel   | 675           | 113,547.2           | 21.5                 |
| <b>GRAND TOTAL</b> | <b>11,097</b> | <b>1,043,827.8</b>  | <b>197.7</b>         |

## SUCCESS IN INFRASTRUCTURE MANAGEMENT

Lowe has executed over 13,000 documented work orders in the performance of infrastructure management. This has given us extensive knowledge of the infrastructure throughout Dunwoody. The following table breaks out the work orders completed by year and infrastructure area.

| Year                | Parks      | Roads        | ROW          | Signals      | Signs        | Stormwater   | Totals        |
|---------------------|------------|--------------|--------------|--------------|--------------|--------------|---------------|
| 2009                |            | 497          | 48           | 195          | 248          | 256          | 1244          |
| 2010                |            | 645          | 243          | 225          | 166          | 400          | 1679          |
| 2011                |            | 536          | 254          | 224          | 94           | 391          | 1499          |
| 2012                | 28         | 416          | 119          | 252          | 182          | 302          | 1299          |
| 2013                | 63         | 205          | 191          | 206          | 196          | 256          | 1117          |
| 2014                | 23         | 291          | 172          | 137          | 224          | 209          | 1056          |
| 2015                | 132        | 298          | 185          | 298          | 273          | 241          | 1427          |
| 2016                | 81         | 293          | 102          | 218          | 175          | 174          | 1043          |
| 2017                | 51         | 181          | 59           | 175          | 210          | 158          | 834           |
| 2018                | 81         | 261          | 101          | 161          | 130          | 188          | 922           |
| 2019                | 110        | 207          | 74           | 125          | 256          | 209          | 981           |
| 2020                | 3          | 41           | 0            | 19           | 202          | 83           | 348           |
| <b>GRAND TOTALS</b> | <b>572</b> | <b>3,871</b> | <b>1,548</b> | <b>2,235</b> | <b>2,356</b> | <b>2,867</b> | <b>13,449</b> |

## SUCCESS IN TRAFFIC MANAGEMENT

Lowe has successfully operated traffic management in the City including the following:

- All traffic signals and cameras are available to be remotely monitored; all signals can be adjusted quickly based on incidents and citizen complaints
- All vehicle detection can be remotely checked
- We have been a part of three open houses enjoyed by the public
- Every traffic signal under our management is being re-evaluated yearly and completely retimed every 2-3 years as needed
- We have increased speed of identifying and repairing detection issues
- All citizen requests receive a response within 1 working day
- We have constructed a TMC



## SUCCESS IN SIDEWALK CONSTRUCTION

Lowe has executed over \$5 million in sidewalk construction projects in the last 10 years. The following table shows the general locations of the sidewalk projects, the year of construction and the approximate construction cost.

| Project(s)  | Year         | Construction Costs |
|---|--------------|--------------------|
| 6 Locations   | 2011         | \$100,000          |
| Valley View, Happy Hollow, Plus                                 | 2012         | \$266,370          |
| Tilly Mill Crosswalk Plus                                       | 2013         | \$716,402          |
| Kingsley Charter ES, Roberts                                    | 2014         | \$740,000          |
| Hensley, Mt. Vernon, Peachford, PCID Crosswalks                 | 2015         | \$1,580,000        |
| Village Creek, Cotillion  | 2016         | \$206,000          |
| Olde Village Run & Lane, Winters Chapel, Dunwoody Village       | 2017         | \$297,000          |
| Womack, Dunwoody Club, Central Parkway, Happy Hollow, City Hall | 2018         | \$1,003,600        |
| Tilly Mill, Peachtree Industrial                                | 2019         | \$141,156          |
|   | <b>Total</b> | <b>\$5,050,528</b> |

## SUCCESS IN PARKS AND RECREATION OPERATIONS AND PROGRAMS

Lowe is highly successful in the area Parks Operations and Programs. The following is a list showing some of the accomplishments over the last five years and a second table showing short-range feature goals of the staff.

Last five years:

- Raising the bar overall for the Dunwoody Parks and Recreation standard of service
- Team commitment of learning and implementing best practices from annual training at regional and national conferences
- Expansion of Brook Run Park amenities - Phase I (2020)
- Construction of Pernoshal Park (2016)
- Construction of Perimeter Center East Park connection bridge (2019)
- Increase of events from 5 to 25, annually
- Increase of programs from 0 to 10, annually
- Addition of two positions to expand program and maintenance support
- First ever L.E.A.F. Parks and Recreation Guide created and released (May 2017)
- Launch of Facebook and Instagram social media pages (May 2019)
- Ability to stay at or under approved City budget each year
- Launch of online software, CivicRec, for paperless rental system (July 2017)

Short range future:

- Complete construction on Perimeter Center East Park (2020)
- Complete demolition at Waterford Chase Park property (2020)
- Launch new programs and events to coincide with Georgetown Park commercial expansion (2021/2022)
- Expand Groovin' on the Green concert series to include Community Partners at their locations, increasing event dates by 3-5 (2020/2021)
- Hire seasonal (April-October) staff for nights/weekends (2021)



## SUCCESS IN STAFFING

Finally, Lowe has been able to staff the Dunwoody Public Works and Parks and Recreation Departments with outstanding, highly qualified personnel. Our current on-site team has 46 years of experience working at Dunwoody and a total of 262 years of related experience. Our personnel and their experience are our strongest capability and we are very happy with the team we have there now.

| Name            | Years of Experience with Dunwoody | Total Years of Experience |
|-----------------|-----------------------------------|---------------------------|
| Todd Meadows    | 4                                 | 36                        |
| Carl Thomas     | 2                                 | 15                        |
| David Ayers     | 3                                 | 33                        |
| Ishri Sankar    | 2                                 | 14                        |
| Eli Veith       | 7                                 | 23                        |
| Rachel Waldron  | 6                                 | 10                        |
| Debbie Wright   | 4                                 | 31                        |
| Gabe Neps       | 4                                 | 20                        |
| Cody Dallas     | 5                                 | 5                         |
| Monte Lester    | 5                                 | 15                        |
| Greg Wilson     | 2                                 | 41                        |
| AJ Beck-DeBlasi | 1                                 | 7                         |
| Kate Borden     | 1                                 | 12                        |
| <b>Totals</b>   | <b>46</b>                         | <b>262</b>                |
| Jon Drysdale    | 12                                | 46                        |

## BUILDING ON OUR SUCCESS - UPCOMING GOALS

Lowe knows the City better than any other Team and we are prepared to serve for the next five years. Following is a list of some of our upcoming goals:

1. Continue modern pavement management through coordination with capital paving, stormwater repairs, and pavement condition scoring
2. Continue to utilize MS4 inspections to identify and schedule proactive maintenance on the City's stormwater utility
3. Continue to adapt the City's Stormwater Utility into an industry leader
4. Conduct a comprehensive update of the pavement condition assessment every 3 years and on individual roads as required
5. Competitively re-bid maintenance contracts to ensure the best value for the City and quality workmanship
6. Work with City Tree Assessment to restore or remove any remaining diseased trees while installing new trees in their place

7. Continue to execute Council's goal of making Dunwoody more bike and pedestrian friendly through infrastructure improvements and publish a quarterly update to inform and celebrate progress
8. Secure additional transportation funding through ARC and GDOT to implement the transportation plan
9. Increase community accessibility during the Public Involvement process
10. Continue to improve communication with the public on capital projects throughout all project phases
11. Provide public safety outreach program for drivers and pedestrians
12. Establish a set of Design Standards and Detail for the City of Dunwoody
13. Improve the work management system and performance measures for maintenance operations
14. Improve production times from maintenance contractors while limiting budgetary strain
15. Continue increased public outreach to citizens, staff, and Council following repairs
16. Continue to maintain live infrastructure improvement updates to the City's GIS database
17. Continue to improve the quality of Dunwoody capital projects with increased QC review by experienced staff. This will reduce change orders and field engineering during construction, reduce cost, and shorten construction schedules
18. Improve and upgrade GIS and software capabilities of staff.
19. Establish strong links with outside agencies to include GDOT, DeKalb County, MARTA, RTOP and PCID, Sandy Springs, Brookhaven, Chamblee, and Peachtree Corners
20. Implement cost-effective replacement program for signs and pavement striping to meet federal standards
21. Maintain Signal Cabinet Maintenance Program on an annual basis
22. Continue implementation of the long-term capital improvement program for stormwater through testing, investigation, and action
23. Evaluate old stormwater culverts serving large drainage basins and upsize or repair inadequate culverts ahead of road repaving work
24. Continue coordination of stormwater utility with adjoining municipalities that share watersheds
25. The Stormwater Utility will continue to find innovative, cost-effective, and long-term repairs to address the City's aging infrastructure needs, such as the \$100,000+ savings on the Perimeter Center Parkway-Redfield Court Project
26. Continue to address water quality in impaired streams
27. Improve and expand the Intelligent Transportation System for traffic signals throughout the City, building on the significant expansion with the 2019 ATMS and ITS projects
28. Implement cost-effective replacement program for signs and pavement striping to meet federal standards
29. Continue to work with Community Partners, including meeting to coordinate a master events calendar for the City, plus meet with them multiple times per year on their participation in gaps in the-hosted events.

30. Continue to work with Dunwoody CVB to promote Dunwoody Parks and Recreation and continue advertising on 11 other platforms, including Dunwoody Chamber
31. Work with PCID on joint projects within the PCID overlay
32. Continue to improve on facility and grounds maintenance
33. Continue to research and obtain applicable grants for Dunwoody parks
34. Solicit bids and proposals for maintenance and project needs to provide cost-effective services for the City
35. Promote Dunwoody Parks and Recreation to neighborhood organizations and community groups.
36. Continue to provide capital parks projects consistent with the Comprehensive Parks Master Plan
37. Standardize traffic signal retiming to every two years
38. Utilize networked traffic signal data better identify needs and provide fast response to changing traffic patterns
39. Establish a standard Utility Adjustment Schedule (UAS) to hold utilities accountable to a community timeframe during capital projects
40. Establish a standard design workflow to include Subsurface Utility Engineering (SUE) on all major projects

## **BUILDING ON OUR SUCCESS – PROPOSED ORGANIZATION**

Lowe has over time been flexible and adjusted the staffing, both the technical expertise and level of effort of the staff. We believe the current staffing organization and staff provided have evolved to be what the City needs at this time. We are proposing to maintain the current positions and staff at the appropriate experience levels. Lowe is aware that with any economic changes the City may need increase and/or decrease the budget in our two departments. As usual we are flexible and understanding and can make changes in a very short time. Later in our proposal you'll find an organization chart that shows our on-site and back-office staffing.

BUILDING<sub>ON</sub>  
OUR SUCCESS



The following outlines our response to the general scope of work:

| SCOPE  | GENERAL SCOPE RESPONSE   |
|--|--|
| a) Provide services under the direction of the designated City Official. Such services shall encompass all those duties and functions reasonably and customarily associated with delivery of the required services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City ordinances, and laws of the United States and the State of Georgia.   | Since our founding in 1957 in Atlanta, Lowe has performed similar services for cities in the metro Atlanta area. We are familiar with all the requirements.  |
| b) Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material and maintain all required Safety Data Sheets (SDA) forms on site at the City.   | Lowe is very safety-oriented and has demonstrated this to the City over the last 12 years. We have a firm Partner who is also our Safety Officer and keeps our employees focused on all aspects of safety.               |
| c) Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's document retention schedules, as adopted and amended by City Council.   | Lowe is familiar with the City's retention requirements and processes, and will continue to comply.  |
| d) Support the established culture throughout the City and community of Dunwoody.  | Lowe is very active in the culture of the City and community of Dunwoody and has been so since we moved to this area of Atlanta.   |
| e) Promote information sharing and collaborative work between all City staff and Contractors.  | Lowe has demonstrated that it shares and collaborates with other contractors working for the City and all other City staff.  |
| f) Identify, record and report relevant key performance indicators for contracted service areas. Contractor(s) shall submit monthly reports based on established key performance indicators. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as, additional key performance indicators approved by the City Manager during the term of the contract. The contractor lead representative will also have a meeting every 60-90 days with representatives from the city management to discuss deficiencies in their operations.  | Lowe utilizes and supports City KPIs as well as our own KPIs. We meet frequently with City management to discuss operations and any deficiencies that need to be addressed.  |
| g) Develop, implement, maintain, and improve strategies to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staffing promptly as defined by the City for each position. In regards to this issue, staffing strategies are at the discretion of the Contractor. However, during the term of the Contract, the Contractor shall discuss with the City Manager and/or Department Head minimum qualifications and staffing requirements each time a position is to be filled. Traditionally, existing staff members have been retained when appropriate, for the new Contract. Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services. | Lowe has an in-house recruiter who is constantly looking for highly qualified employees that might be needed or utilized on our City contract. Staffing will be discussed with City leaders before any changes are made. |
| h) Staff shall not be reassigned from the City without written approval, which shall not be reasonably withheld. Furthermore, Contractors shall not approach staff regarding potential reassignments (internal or external) without prior discussion with the City Manager or designee.  | Lowe will not reassign staff from the city without written approval, and not approach staff regarding potential reassignments without prior discussions with the City's representative.                                  |
| i) Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.  | Lowe constantly researches trends and laws that may impact the City as well as our service delivery and communicates with City leadership in this regard.  |
| j) Identify and apply for grants matching strategic goals of the City.   | Lowe has identified and assisted in the application of many grants matching the City's strategic goals and will continue to do so.   |
| k) Provide the City with employees that have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments (Please see Appendix C for the detailed list of City-owned software and hardware).   | Lowe has provided employees that have the technical knowledge to operate the City's IT infrastructure and software and will continue to do so.   |
| l) Throughout the term of the contract, maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment(s) with the City.  | Lowe documents and maintains records of training performed by staff members to allow them to be at the top of their field throughout the duration of their assignment with the City.                                     |

| SCOPE  | GENERAL SCOPE RESPONSE  |
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| m) Prepare an annual document in collaboration with the City that outlines education and professional development provided to staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees. Such document shall include budget estimates to be paid from the education and training line item of the Contractor's burden factor.   | Lowe will continue to prepare documentation in collaboration with the City regarding training for City staff. Detailed financial information is also tracked.   |
| n) Throughout the term of the contract, research and implement operational improvements to increase efficiencies, improve service and reduce operating expenses.   | Lowe has demonstrated the ability to research and implement operational improvements in all of our technical areas that improve service and reduce operating costs.   |
| o) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.  | Lowe reviews all operational procedures and policies on a continuous basis regarding changes that need to be made based on circumstances and changes in industry standards.   |
| p) Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.  | Lowe maintains and accounts for all information, equipment and property, that the City provides for use during the performance of the contract.   |
| q) Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.   | Lowe manages all storage, maintenance, and all other required services related to the trucks, SUV, and other equipment that the City provides us with for official use.   |
| r) Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles. The City may utilize any vehicle described in section 7.5 (G) of the General Conditions when not in use by the Contractor.  | Lowe has a Motor Vehicle Use and Safety Policy to ensure that the City is protected with regard to use of vehicles. The City may utilize any of our vehicles when not in use by Lowe. Our insurance covers such requirements.   |
| s) Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.   | Lowe will obtain any approvals necessary for any additional vehicles that might be needed in the course of service delivery as detailed in our contract with the City.  |
| t) Furnish and maintain for the benefit of the City all labor, supervision, and equipment not otherwise provided, which are necessary and proper for performing the services, duties, and responsibilities set forth and contemplated as necessary to maintain the required level of service.  | Lowe understands that all needs are not necessarily documented in this RFP and we are willing to perform the services, duties, and responsibilities, as well as those contemplated as necessary to maintain the high level of service we have been providing and building upon each year. |
| u) Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.  | Lowe will communicate, through the City Manager or his designee, and not directly with the Mayor, City Council, or media, unless authorized.  |
| v) Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are established by the City Manager and are subject to change throughout the term of the contract. Monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off- site hours and percentage of each staff member's time spent solely on City contracted services. | Lowe conforms to business hours established by the City and regularly meets, as necessary, outside of those hours in the performance and timely delivery of our duties and contracted services.   |
| w) Normal office hours of any individual contractor may not extend before 8 a.m. nor later than 5 p.m. without express written permission of the City Manager and must be reviewed and confirmed again in writing by each January 1st of the contract.   | Lowe will not extend any individual contractor staff hours beyond the normal City hours without permission, which is confirmed annually.  |
| x) All contracted staff who are considered a 1.0 full-time equivalent position by the Contractor and City must receive the same paid holidays as full-time city staff and should the City be closed for inclement weather will receive the same benefit as full- time employees (e.g. If the employees are paid for that day or partial day the contractor will be paid the same.)   | Lowe considers all contracted staff as 1.0 full-time equivalent position that receives the same paid holidays as full-time City Staff and receives the same benefit during times of inclement weather, etc.   |
| y) Proposals must have a plan for EEO training for all staff and management and supervisory training for all supervisors.  | Lowe will continue to provide EEO training for all staff and management, and provide supervisory training for supervisors. Our plan is to do this at least annually, recording it and providing for any new employees at the time of their arrival.                                       |

| SCOPE   | GENERAL SCOPE RESPONSE   |
|---|--|
| z) Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.  | Jon Drysdale serves as the primary contact between Lowe and the City, and is available in-person or by telephone on a 24/7 basis. Additionally, we always have at least one person on call to respond to emergency situations. |
| aa) Use only the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.   | Lowe will continue to use the City Hall address and Dunwoody email addresses for any City-related correspondence.  |
| bb) Prepare and provide to the City update reports submitted semi-annually and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific key performance indicators established for each service area. | Lowe will continue to prepare and provide reports to the City, as needed, to document details of our performance and the current status of any KPIs approved for service areas.  |
| cc) Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.  | Lowe will provide, during the annual budget process in our strategic plan, for continued services in our specific service areas.   |
| dd) Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.  | Lowe maintains and updates, at least semiannually, the scope of work, including any specific changes that need to be documented.   |
| ee) Designate an employee responsible for the proper maintenance of all City records in accordance with the City's records retention policy including both archival and destruction.  | Debbie Wright and Rachel Waldron are our representatives for the maintenance and management of all City records retention requirements, according to City policy, including those for archival and destruction.                |

**Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Bidders should not merely affirm an item but rather expand (concisely) how each scope item will be addressed throughout the duration of the Contract.**

Lowe's Municipal Group has been providing Public Works and Parks and Recreation services to the City since 2008, under the continuous direction of Lowe's Managing Partner, Jon Drysdale, PE.

Since our contract with the City began, Lowe has gained an intimate knowledge of the City's infrastructure, stormwater systems, streets and highways, traffic patterns and operations, City parks and recreation facilities and recreation programs. Additionally, we have evolved with the City's culture from start-up to sustained operations. This experience has given us a comprehensive understanding of the desires and vision of City leaders and the concerns of citizens.

Lowe is uniquely qualified to manage the wide-ranging scope of services for Public Works and Parks and Recreation. Lowe is the first, and only, engineering firm to have performed in this role for the City, and we are one of the few firms

to have undertaken this role anywhere in the region.

Prepared with the extensive history, lessons learned, successes and goals for the future, Lowe is anxious to be selected to continue assisting the City with the next phase of service in your Public Works and Parks and Recreation Departments. Lowe will provide value to the City by continuing with our current on-site staff, supplemented as needed with additional technical resources. We are prepared to meet the technical and managerial needs of the scope of work.



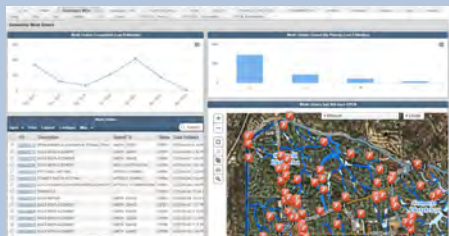
In the following responses to the Scope of Work we will fully address the general scope of work, items identified in the RFP, followed by the Public Works scope of services and the Parks and Recreation Department scope of services. We will comply with all of the general and specific scope items and requirements listed in the RFP.



# PUBLIC WORKS

| 1.2.1   | GENERAL REQUIREMENTS  | UNDERSTANDING OF SCOPE   |
|---------|---|--|
| 1.2.1.1 | Provide services under the direction of the City Manager and/or Public Works Director or designee. The Public Works Director is a City employee.  | Lowe will continue to work with the City Manager and Public Works Director to ensure that the City meets its goals for Public Works services. Lowe has an intimate understanding of the duties and functions expected and will work diligently to fulfill the City's goals.  |
| 1.2.1.2 | Provide a full-time, on-site Acting Public Works Director during periods of leave and vacancy with the existing Public Works Director position, approved by the City, with full responsibility to manage all Public Works, and Stormwater staff necessary to properly perform the services, duties, and responsibilities set forth. | Todd Meadows will be our full-time, on-site Acting Public Works Director. During periods of leave and vacancy, he will be supported by Carl Thomas, Ishri Sankar, and David Ayers.   |
| 1.2.1.3 | Provide the City with a primary contact to act as a liaison between the City and the Contractor.  | Jon Drysdale will act as liaison between the City and Lowe.  |
| 1.2.1.4 | Provide the City with a primary contact to act as a liaison between the City and the appropriate person at outside agencies (e.g. DeKalb Department of Watershed Management).   | The Public Works Administrative Support Technician, Debbie Wright, will act as liaison between the City and the appropriate person at outside agencies.  |
| 1.2.1.5 | Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.   | Jon Drysdale will serve as the primary contact, available to the City on a 24-hour basis, seven days per week. For routine response actions, Lowe will continue to provide on-call staff that are available through the after-hours emergency phone system.  |
| 1.2.1.6 | Provide supervision of Contractor(s) staff providing Public Works Services to ensure that all contractual requirements are performed effectively and efficiently. The City Public Works Director will provide day-to-day operational supervision for department staff.  | Jon Drysdale will provide overall supervision of Lowe staff providing Public Works services. He will ensure all contractual requirements are performed effectively and efficiently.  |
| 1.2.1.7 | Develop capital improvement plans for applicable Public Works service areas.<br><br><i>Preconstruction public presentation of plans</i>  | <p>Lowe has developed the capital improvement plans for each service area of Public Works. We share the City's philosophy of methodical planning based on thorough analysis and objectivity. We have created multi-year paving plans based on a quantitative evaluation of every street in the City, and a long-range capital sidewalk plan prioritized on objective criteria. We have completed an inventory of the City's entire stormwater system, and continuously evaluate the stormwater utility's short- and long-term capital needs.</p> <p>With plans in place for each of the service areas, we see implementation of the various improvements planned in each service area as a major emphasis going forward. It is important for public perception and cost-effectiveness to ensure that projects are coordinated.</p> <p>In addition to coordination among plans, our future efforts include focusing on maintaining good records on completed projects through use of GIS and continuing to refine the plans as funding and priorities change over time.</p> <p>Lowe will continue to manage all aspects and phases of capital projects including project planning and needs assessments, prioritization recommendations, budget estimates, scheduling, application of grants and state/federal funding, as well as management of preconstruction design, land acquisition and construction.</p> |
| 1.2.1.8 | Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City.  | Lowe will continue to manage all aspects and phases of capital projects, including project planning and needs assessments, prioritization recommendations, budget estimates, scheduling, application of grants and state/federal funding, as well as management of preconstruction design, land acquisition and construction and continuing through maintenance activities.  |
| 1.2.1.9 | Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards.  | Our technical leads and stormwater, traffic, and right-of-way staff will work in the field daily with maintenance contractors to ensure that all work is being performed to meet City performance standards. Staff will monitor work performed by all crews through work order management and routine maintenance schedules.   |



| 1.2.1    | GENERAL REQUIREMENTS  | UNDERSTANDING OF SCOPE   |
|----------|---|--|
| 1.2.1.10 | Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.   | As under the current contract, Eli Veith will conduct or manage traffic studies to gather relevant information regarding traffic flow patterns and average speed of travel. Lowe will also address resident complaints regarding traffic volume and aggressive drivers in neighborhoods by performing neighborhood traffic analyses and identifying corrective measures.   |
| 1.2.1.11 | Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.<br>   | Lowe has successfully managed all engineering, design and maintenance contracts for Public Works operations and capital projects for streets, sidewalks, and related projects. In the area of maintenance, Lowe maintains records of all work orders, sets the priorities, and monitors progress. The work order list is updated daily and sent to the appropriate contractor. Lowe meets with the maintenance contractors regularly to review work activities and convey expectations. Lowe has developed performance measures that establish expected completion times based on the priority assigned to the work order. We review performance and work with the contractor to improve performance when the completion time is exceeded.<br><br>Thorough oversight is critical to the success of capital projects. We have provided two layers of oversight for paving and other projects the City has completed. The first layer is led by a Lowe staff member who actively manages the project and is engaged with the contractor on a daily basis. The current and proposed Public Works staff for municipal services procurement consists of designers as well as personnel experienced in capital planning, construction, and maintenance for all types of public infrastructure. The second layer is a third-party inspection firm (working under Lowe's direction) that performs quality control testing and ensures the contractor meets required specifications.  |
| 1.2.1.12 | Maintain the inventory of all transportation related assets, which shall include, but not be limited to, traffic signals, street signs, streetlights, guard rails, sidewalks, roads, curbs, gutters, traffic calming devices, stormwater catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2021 in a manageable electronic database format. | Lowe has developed databases for traffic signals, street signs, streetlights, sidewalks and traffic calming devices. Lowe also worked with specialty subcontractors to inventory assets and develop databases for roads, curbs and gutters, and stormwater structures. Many hours have gone into the development of high quality, thorough inventories of the City's assets and it is important to ensure the continued integrity of the databases. Lowe will accomplish this through accurate recordkeeping and regular maintenance of the databases.<br><br>The most important aspect of the work order management system is that it is an extension of the GIS database that stores the City's assets. When maintenance work is performed and recorded in the work order management system, the GIS asset database will be automatically updated.<br><br>Cody Dallas, a Dunwoody civil engineer, is experienced working with the City's GIS database. Cody and several other staff members will ensure the technology works as intended and that the data is current and correct.   |
| 1.2.1.13 | Respond to public requests and complaints in a timely and professional manner and keep the appropriate logs and tracking records of the resolution of all such requests and complaints.<br><br>                                 | Responsiveness to citizens is hugely important to Lowe and we continuously evaluate our performance in this area. All requests and complaints are logged and tracked through the Cityworks database until they are resolved. For these, Lowe has implemented a protocol whereby the citizen who raised the issue is given a monthly status update.<br><br>SeeClickFix, our current public interface system and a communications platform for citizens to report non-emergency related issues, provides Public Works with a database of citizen contact information that can be used for regular, automated communication on the status of work. Efficiently acknowledging and updating these requests maintains a high-ranking score. We will further endeavor to reach out to every issue raised to follow up on work performed and satisfaction. This can take the form of phone calls, emails, site visits, and online reporting software SeeClickFix.<br><br>Lowe prioritizes responsiveness to citizens and we continuously evaluate our performance in this area. All requests and complaints are logged and tracked until they are resolved. Some issues take longer to resolve. For these, we have implemented a protocol whereby the citizen who raised the issue is given a periodic status update.<br><br>On past paving projects, Lowe has used social media to provide periodic and milestone event progress reports. We plan to increase the use of these applications in the future as one way to provide beneficial information to the public. |

# PUBLIC WORKS


| 1.2.1    | GENERAL REQUIREMENTS  | UNDERSTANDING OF SCOPE  |
|----------|---|---|
| 1.2.1.14 | Attend City meetings to represent Public Works as required and directed by the City Manager and/or Public Works Director.   | All staff with items on the agenda will continue to attend all meetings as required and directed. Attending City Council meetings is essential to obtaining guidance and required approvals as we execute the programs. Presentations in the meetings allow us the opportunity to explain some of the details of the required actions and to answer questions from the City Council.  |
| 1.2.1.15 | Track, maintain, and report on key performance indicators established by the City for Public Works in a timely manner.  | <p>Lowe's Public Works Administrative Support Technician, Debbie Wright, will manage all key performance indicators at the start of each month and provide it to appointed City staff, including the Public Works Director.</p> <p>Through the Cityworks work order management system, Public Works can generate a number of real-time reports on work status and performance measures. This real-time reporting allows Lowe to address performance issues promptly.</p> <p>For the past 12 years, Lowe has tracked, maintained, and reported on key performance indicators such as work order time to completion. We will continue this practice and add any other indicators established by the City.</p>   |
| 1.2.1.16 | Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.                               | <p>Lowe will provide and maintain a digital office through records retention to streamline productivity by allowing more than one employee to view documents simultaneously, making a document easily searchable and retrievable, and ensuring longevity of essential documents.</p> <p>After more than 12 years working for the City, Lowe has gained an understanding of the needs and responsibilities involved in the operation and management of the Public Works Department. We are flexible to changing priorities, responsive to time-driven work orders, and provide the highest level of engineering and management expertise with our highly skilled staff. We are committed to making the City a model for others to emulate by being proactive and innovative in the daily performance of our duties. As we move forward through the next five years, we will continually be aware of changing needs and adjust accordingly from our current operations.</p> |
| 1.2.2    | STREET MAINTENANCE AND STRIPING   | UNDERSTANDING OF SCOPE  |
| 1.2.2.1  | Manage City's contractor responsible for maintenance and repair of all City Streets, including but not limited to, pothole repair, paving and striping as directed by the City. | Lowe will work to institute service requests, locate problems, and address needed work according to its assigned priority. Immediate repairs will be made to all Priority 1 work orders within 24 hours of their initiation. Priority 2-4 work orders will be addressed based on their assigned priority levels. The method for providing this service is through our assigned Traffic Engineer.  |
| 1.2.2.2  | Oversee the City's pavement management program.   | From the beginning of the formation of the City, Lowe has been part of the City's pavement management program, managing budgets, developing bid documents and implementing pavement maintenance strategies. Our staff will continue working closely with City staff using the pavement ratings to leverage the most cost-effective methods of rehabilitation for the local, collector and arterial street network. Lowe staff are knowledgeable of the City's roadway network, the intricacies of the school and business traffic patterns, and the need to develop practical work programs that provide least disruption to the traveling public. We will provide oversight to the program with staff that has managed pavement programs at the state, county, and municipal levels.   |
| 1.2.2.3  | Oversee all maintenance work in compliance with current Georgia Department of Transportation (GDOT) specifications.   | Lowe oversees completion of all repairs and improvements to comply with GDOT specifications. Oversight comes by way of providing specifications to all maintenance contractors, along with follow-up. Our construction staff are well-versed in GDOT construction techniques and specifications, as well as regularly attend and participate in continuing education. We have two former GDOT Construction Project Managers on staff to oversee maintenance repairs and operations.   |

| 1.2.2   | STREET MAINTENANCE AND STRIPING   | UNDERSTANDING OF SCOPE   |
|---------|---|--|
| 1.2.2.4 | Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.  | <p>Our goal is to assist the City in addressing all safety issues promptly. Priority 1 work orders will be assigned to any issue that comes in as an emergency issue. Lowe will continue to provide staff who can respond to emergencies and be on site quickly. Lowe has staff members who live in close proximity to the City, with one as a resident of the City, and one in the adjoining city of Sandy Springs.</p> <p>Depending on the issue at hand, crews and/or a staff member can respond within 24 hours or less to address immediate repairs. Through the on-call assignment of Lowe staff, all issues that arrive after-hours are immediately directed to the appropriate maintenance crew. Police, 911 personnel, and City staff will be updated continuously until safety is restored.</p>  |
| 1.2.2.5 | Conduct all activities necessary to maintain a first-class roadway and bridge infrastructure system in accordance with national and state standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events. | Lowe staff work in accordance with required pavement assessments to address streets in need of repaving. All testing meets ASTM standards as paving occurs. Preventive maintenance is pursued through such measures as JET VAC cleaning, street sweeping, right-of-way cleaning, pavement repair, and concrete repair to alleviate stress on existing infrastructures.   |
| 1.2.2.6 | Respond to citizen inquiries and process requests using the City's work management system.  | Lowe is familiar with the SeeClickFix citizen request system and the City's Cityworks work order system. Staff closely monitor both systems to process service request and work orders. Lowe staff also respond to citizen emails, phone calls, and on-site inquiries, provide necessary communication and actions, and provide the City with a high level of customer service for all citizens.   |
| 1.2.2.7 | Coordinate emergency responses, as they relate to Public Works, to all weather-related events.  <p><i>Snowstorm Preparation</i></p>  | <p>Each Lowe staff member will work with the Public Works Director and other City stakeholders to ensure all maintenance crews are adequately supplied with material, equipment and manpower to carry out the needs of a storm event response. Live tracking systems follow all staff in the field and communicates responses to crews.</p> <p>Traffic engineer Eli Veith has acted as the Emergency Operations Center Manager for the City of Alpharetta during many events, including tornadoes, flooding, snowstorms and ice storms. Having effective oversight of emergency operations is important, not only for managing the situation well, but for making sure resources used are properly quantified if disaster relief money becomes available later. As part of the City's response to disruption caused by COVID-19 public protection measures, we have been working remotely while tracking all resources used to adjust to the new traffic patterns.</p> <p>Lowe recommends that soon after all City teams are selected, several emergency preparedness training events should be performed to familiarize the various groups with each other and the proper procedures. A small training event would include Dunwoody Public Works, on-call City maintenance contractors, and Lowe. A larger training event should also be conducted that would include the Mayor's office, the Dunwoody Police Department, DeKalb County Fire and EMS (especially Stations 21 and 18), GDOT, and the Dunwoody public information team.</p> |
| 1.2.2.8 | Identify and perform other street maintenance and striping responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.  | After working for the City for so many years, Lowe has gained an understanding of the needs and responsibilities involved in the operation and management of the City's streets and striping areas. We are constantly reviewing the function of the street/striping infrastructure and are flexible to changing needs. We are committed to making the City a model for others to emulate by being proactive and innovative in the daily performance of our duties. As we move forward through the next five years, we will continually be aware of changing needs and adjust accordingly from our current operations. Lowe will identify areas where future capital improvements may be delayed or remain unscheduled and address these areas. There will be an effort to work with existing projects which present a mutual benefit where single mobilization can be made for multiple repairs.   |

# PUBLIC WORKS

| 1.2.3   | TRAFFIC SIGNALS, STREET SIGNS, & STREET LIGHTS  | UNDERSTANDING OF SCOPE   |
|---------|---|--|
| 1.2.3.1 | Provide traffic engineering services by staff holding sufficient expertise and experience to review and adjust signal timing, troubleshoot signals and review traffic plans.  | Since December 2013, Eli Veith has provided this service to the City. His expertise encompasses more than 20 years of experience providing these services to Dunwoody as well as other cities and counties in the area. In the last six years, he has personally visited, reviewed, and adjusted every single signal in the City. He is familiar with all of the recent and upcoming traffic signal improvement projects.  |
| 1.2.3.2 | Maintain the proper operation and ensure proper maintenance of all traffic signals, street signs and streetlights at all times within the City of Dunwoody.   | Lowe has an excellent working relationship with Sunbelt, Blackjack, and the RTOP team, and are constantly working to fix all problems quickly. Our scheduled inspection and maintenance program are finding and fixing many problems early on – before they become a serious issue.  |
| 1.2.3.3 | Traffic signals shall be operational continuously and Contractor shall be responsible for coordinating emergency response to signal outages or malfunctions.  | By networking all the traffic signals in the City and connecting them to both the city MaxView signal software server and the GDOT MaxView server, Lowe has created a system of fast notification for almost all signal outages and malfunctions. We have been successful working with the Sunbelt crews and the RTOP team to restore signals quickly. Living just outside the city, Eli Veith can provide quick responses and inspections after-hours when necessary.   |
| 1.2.3.4 | Coordinate the adjustment and/or alignment of signal heads for proper pedestrian and vehicular traffic.   | The entire Lowe team has worked on multiple traffic signal installations and upgrades, and have worked together with the signal crews to ensure proper installation and alignment of all equipment. There have also been occasional instances of pedestrian signal heads being hit and knocked over or askewed, and our excellent communications among team members have resulted in these being repaired quickly.   |
| 1.2.3.5 | Inspect signal timing and make adjustments as required. (The city will pay the labor and materials for a contract crew to repair signals and update signal timing plans. However, the City expects the Contractor to be able to identify whether a signal is malfunctioning, oversee required repairs and make minor timing adjustments.) | Every single coordinated traffic signal outside of the RTOP region has been retimed at least twice by Eli Veith in the last six years. He is intimately familiar with the signal timing of each corridor and the reasons behind every setting used. Intimate knowledge of the details of all available signal timing plans allowed for a quick response to the March 2020 traffic pattern disruptions resulting from the citywide COVID-19 pandemic response.  |
| 1.2.3.6 | Oversee and manage the regular inspection and cleaning of traffic signal cabinets and equipment.  | Our signal system equipment is in excellent shape because of our maintenance program and the positive working relationship with the Sunbelt crews. Frequent visits to traffic cabinets mean that something like an infestation of ants in the signal cabinet can be identified, treated, and eliminated before they cause problems with the equipment.   |
| 1.2.3.7 | Oversee signal timing projects and equipment upgrades, and review signal related elements of capital projects.  | The Lowe team has overseen numerous improvements to the traffic signal system, from large projects such as new signal installation at New Austin Elementary school and the major upgrade at Mount Vernon Road and Vermack Road, to smaller projects such as the upgrade and repair of all of the vehicle detectors on North Shallowford Road and Chamblee-Dunwoody Road. We also are responsible for the complete signal network upgrades around the City that allow our Traffic Control Center to have complete communications and control of all traffic signals.  |
| 1.2.3.8 | Monitor the City's traffic control city as needed to keep signal equipment and communications fully operational.  | The Lowe team is better equipped than any other to perform this task. When we started, the City had almost no working infrastructure for traffic signal communications and control. Today, every single signal in the city is accessible from the traffic control center and remotely. We have multiple techniques and devices for backup communications in the case of disruption and the ability to deploy quickly if there is any loss of communication.  |
| 1.2.3.9 | Respond to emergency traffic events and implement signal timing to mitigate traffic impacts.  | We have numerous examples of being able to help the citizens of Dunwoody by responding quickly during an incident. For example, in 2019, when part of I-285 was closed because of an incident with a Dunwoody police officer, we were able to give the police department the time they needed to complete its response by redirecting traffic via Cotillion Drive, Savoy Drive, North Shallowford Road, Chamblee-Dunwoody Road, and Ashford-Dunwoody Road. We have prepared a number of incident management plans for events such as these and have progressively improved them over the years. All signals on major corridors have special plans preprogrammed that are ready to be implemented at the start of a major incident. |

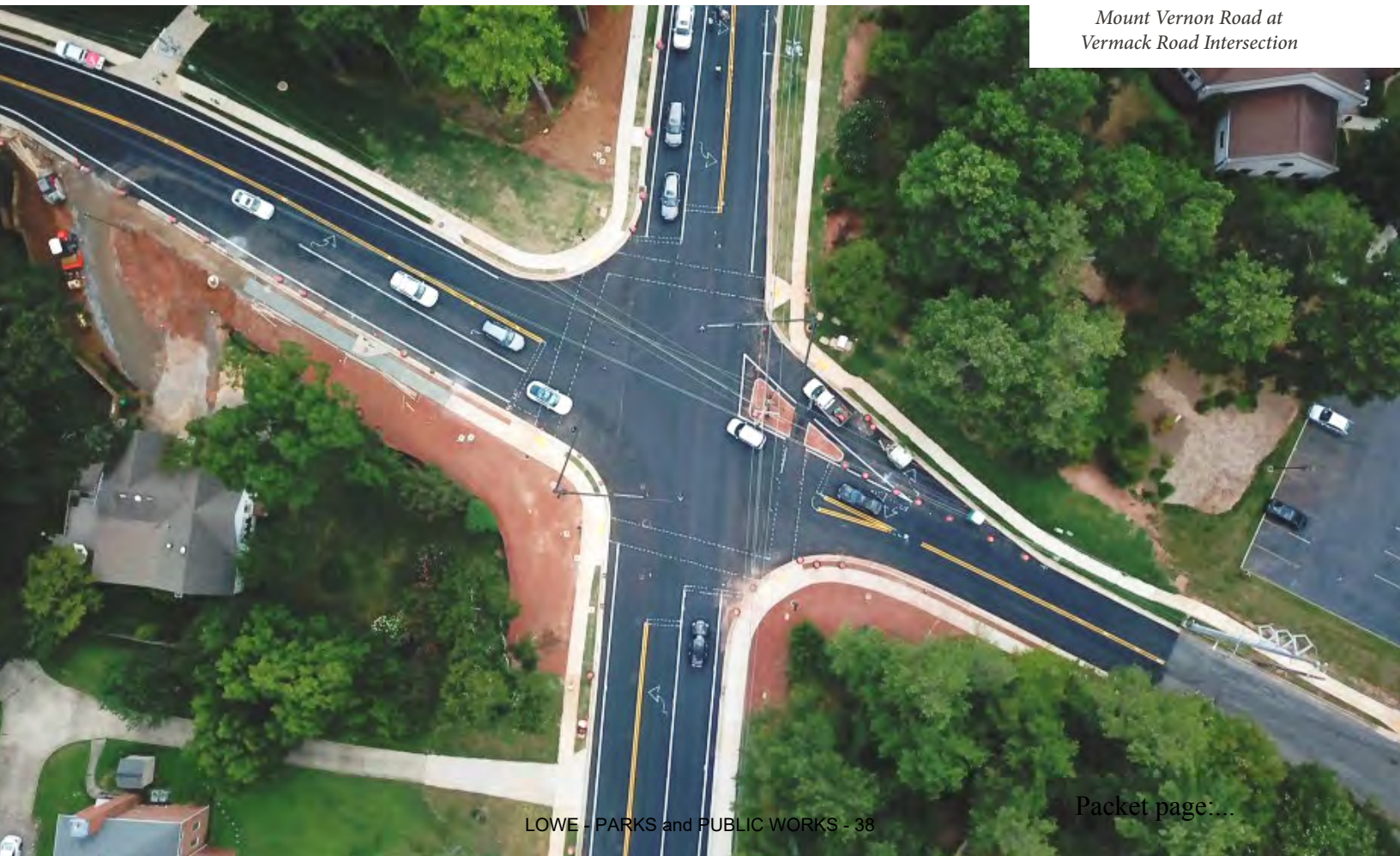


| 1.2.3    | TRAFFIC SIGNALS, STREET SIGNS, & STREET LIGHTS   | UNDERSTANDING OF SCOPE   |
|----------|--|--|
| 1.2.3.10 | Respond to citizen inquiries and process requests using the City's work management system.   | Lowe has an excellent response time to citizen requests via SeeClickFix. On numerous occasions we have been able to respond and address traffic signal complaints in less than an hour, which usually results in an enthusiastic response from the citizen who reported it. Almost all requests receive a response and repair or work order within one working day.  |
| 1.2.3.11 | Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.   | A great example of this is our relationship with the bicyclist community of Dunwoody. Several members contact us when they feel that traffic signals are not detecting bicycles, and we have met with them in person at the intersections to test and address these detection needs. Lowe has also kept this community in mind as we design and implement new projects with bike lanes, such as the new signal upgrades on Mount Vernon. We have made a concerted effort to remain on the forefront of traffic signal technology so that we can implement new advancements to better serve the public.   |
| 1.2.4    | SIDEWALKS, GUTTERS, & RELATED STREET AREAS   | UNDERSTANDING OF SCOPE   |
| 1.2.4.1  | <p>Oversee the maintenance and construction of any new sidewalks and curbing to ensure completion in accordance with standards as directly by the City (e.g. GDOT as well as applicable AASHTO and ASTM standards).</p>  <p><i>Sidewalk improvements on Chamblee-Dunwoody Road</i></p> | <p>In the first year of Dunwoody Public Works operations, Lowe Engineers personnel completed an inventory of the City's sidewalks, identifying 1,702 sidewalk maintenance issues or defects. This work earned the City's "Golden Shoe" award from the pedestrian advocacy group, PEDS. Lowe has begun to address these issues and, due to the large number of them, has affected economies wherever possible to improve the sidewalk infrastructure. Lowe has used the City's street maintenance subcontractor for short segments of new sidewalk and for a sidewalk repair project, and ADA ramp retrofit on Peachford Road. We also packaged several relatively simple sidewalk construction projects and ADA ramp retrofits into a single design-build bid to save costs on design and construction.</p> <p>Lowe has been part of the creation of many sidewalk and pedestrian upgrades for the City, including coordination with the City's partner, the Perimeter CID (PCID). Numerous projects have included sidewalk and pedestrian upgrades, along with new curbing. Lowe has accomplished, through bid projects, unit price contractors, and projects using the City's street maintenance subcontractor for short segments of new sidewalk, for a sidewalk repair project, and ADA ramp retrofit. Sidewalk projects, along with curbing upgrades, include projects along high-volume roadways, including Mount Vernon Road, North Peachtree Road, Peeler Road, Tilly Mill Road, Vermack Road and Womack Road.</p> |
| 1.2.4.2  | Maintain first class sidewalks, gutters, and related street areas including, but not limited to, overseeing all necessary maintenance and cleaning of the same as directed by the City.  | <p>Much has been accomplished over the past to install new sidewalks as well as repair existing ones. The ongoing goal is to prioritize needed repairs to existing sidewalks in coordination with future sidewalks installations and paving plans.</p> <p>Lowe staff will continue to work with currently contracted maintenance crews and unit price concrete contractors to address needed repairs to concrete sidewalks, gutters, curbs, and ramps to comply with GDOT, ANSI, and ASTM standards, in addition to ADA requirements. Additionally, maintenance will continue to be performed to maintain safe walking paths and stormwater drainage areas by using right-of-way maintenance crews, stormwater maintenance crews, and outside contractors, if necessary.</p>   |
| 1.2.4.3  | Oversee the maintenance of the City's Rights-of-Way (ROW), including landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.   | <p>Lowe staff will continue to work with contracted maintenance crews to meet the standards of the Department. These standards are met through a three-part approach:</p> <ul style="list-style-type: none"> <li>■ Restore right-of-way areas to a manageable condition by clearing undesirable plant material and, if needed, installing durable and resilient plant material.</li> <li>■ Use preventative measures to minimize maintenance while maintaining a visually pleasing appearance.</li> <li>■ Perform monthly inspections of conditions to confirm that areas are clear of debris, overgrowth, and material that may negatively affect drainage areas.</li> </ul>  |
| 1.2.4.4  | Respond to citizen inquiries and process requests using the City's work management system.   | Lowe's familiarity with the SeeClickFix citizen request system and the City's Cityworks work order system allows great flexibility for responsiveness. Staff will continue to closely monitor both systems to process service requests and work orders, along with responding to citizen emails, phone calls, and on-site inquiries. Lowe staff provides necessary communication and actions, and provides the City with a high level of customer service for all citizens.  |

# PUBLIC WORKS

| 1.2.4   | SIDEWALKS, GUTTERS, & RELATED STREET AREAS   | UNDERSTANDING OF SCOPE   |
|---------|--|--|
| 1.2.4.5 | Identify and perform other sidewalks, gutters, and related street area responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above. | Lowe staff will continue to work in conjunction with the City's currently scheduled sidewalk installations and paving plans to address repairs that meet GDOT, ANSI, and ASTM standards. Revisiting a citywide assessment of currently existing sidewalk conditions will allow the City to budget for repairs needed within a reasonable timeframe. This can best be done by working first with the City's sidewalk and paving plans, followed by the highest priority concentration of needed repairs.  |
| 1.2.5   | TRAFFIC & TRANSPORTATION ENGINEERING   | UNDERSTANDING OF SCOPE   |
| 1.2.5.1 | Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.                   | <p>Lowe staff will continue to work with the City's existing paving plan while making adjustments to the plan as it continues to evolve based on funding and periodic road condition rate assessments. As the City progresses in its paving, it will be the goal of staff to incorporate concentrated areas of need to allow for greater quantities of lane miles paved each year at a lower cost.</p> <p>Additional coordination is required with utility and capital projects to address pavement repairs. This coordination can be attained by attentive communication with utility contractors and outside agencies as well as the Capital Projects Manager, Ishri Sankar.</p> <p>Regarding construction activities during the COVID-19 response, we are extending work hours on roads typically subject to more restrictive work hours to take advantage of lower traffic volumes. By allowing contractors to take advantage of these lower traffic volumes, work can be completed more efficiently, and without significant disruption to the community.</p> |
| 1.2.5.2 | Review and revise the existing striping plan and the associated schedule and projected yearly costs.   | Lowe staff will review and revise the existing striping plan in coordination with the City's annual paving plan. The striping plan will also address the federal requirements that establish minimum standards for nighttime visibility. Areas of faded striping will be addressed as needed if not contained within the annual paving plan.   |
| 1.2.5.3 | Monitor the existing traffic signal system and create an annual schedule for all required updates.   | All traffic signals are reviewed for correctness every year. All signal timing plans are reviewed periodically and are retimed every two to three years at the direction of the Public Works Director. Additionally, all traffic signal database changes are recorded in the MaxView system, which provides a continuous history of changes performed.   |
| 1.2.5.4 | Maintain communications with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding.  | We have maintained an excellent working relationship with the PCID for many years. We are currently partnering with John Gurbal and his team to implement an enhanced system for the fire trucks at Fire Rescue Station 21 on Meadow Lane to preempt the traffic signals for faster response time for emergencies in the Perimeter area. We are also working with the PCID team to minimize disruption and maximize improvements made by the I-285 at GA 400 interchange project.  |
| 1.2.5.5 | Work with the community and the PCID to set public space standards for all Dunwoody commercial areas.  | The adopted Comprehensive Transportation Plan addresses public space standards for commercial areas throughout the City and references the Georgetown and Dunwoody Village master plans and the existing PCID standards for public space in those areas. Lowe will continue to refine and update those standards as necessary to ensure the best service for Dunwoody citizens.  |
| 1.2.5.6 | Continuously explore methods of improving traffic flow in a non-grid environment.  | Our team has spent years staying at the cutting edge of traffic system improvements, making sure that we're always doing everything possible to make things better for the citizens we serve. The upcoming managed lanes project on I-285 offers opportunity to improve the traffic flow on Cotillion Drive and Savoy Drive between Chamblee-Dunwoody Road and North Peachtree Road.   |
| 1.2.5.7 | Review and if applicable, revise plans to provide appropriate infrastructure to enhance the traffic flow of pedestrians and cyclists.  | We have a good system of communication with many of the City's most vocal non-vehicular travelers. We have many years of experience in setting up bicycle lanes and enhanced flashing crosswalks, and also in making sure that the City's traffic signals do well to serve all modes of transportation.  |

| 1.2.5    | TRAFFIC & TRANSPORTATION ENGINEERING  | UNDERSTANDING OF SCOPE   |
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| 1.2.5.8  | Manage the city's traffic calming program using current best practices.   | Traffic calming projects need to include not only looking at the neighborhood itself but investigating the area around the neighborhood to see what can be done to reduce pressure on drivers and identify alternate routes. When a neighborhood traffic calming project is implemented, it needs to be done with buy-in from the whole neighborhood. Physical traffic calming measures, such as speed tables and road narrowing, are far more effective than psychological measures.  |
| 1.2.5.9  | Utilize the latest GIS equipment and technology to review and update transportation infrastructure and pavement condition data.             | <p>Lowe staff has worked to bring in new and existing infrastructure assets such as signals, flashers, and crosswalks to incorporate within the work management software, Cityworks and the GIS. By incorporating this data into existing infrastructure data, field staff will be able to work within a live database to update transportation infrastructure assets as they occur.</p> <p>Pavement condition scores will be updated annually in conjunction with the periodic contracted pavement condition rate assessment. Lowe will work within the pavement management software. This will allow for pavement conditions to be analyzed in the field by Public Works staff. Updates to the City's transportation infrastructure will be made with the use of GPS devices and GIS software. These updates will be provided to the City's GIS Department for synchronization of infrastructure data.</p> |
| 1.2.5.10 | Analyze, evaluate, and synthesize all the above transportation elements into the existing Comprehensive Transportation Plan as appropriate. | The Comprehensive Transportation Plan will be dynamic as Lowe continues to execute the various transportation elements and synthesize them with the original approved plan components. The Plan is composed of digital exhibits that can be updated and kept current as projects are completed and others need updating or creation.   |



*Mount Vernon Road at  
Vermack Road Intersection*



# PUBLIC WORKS

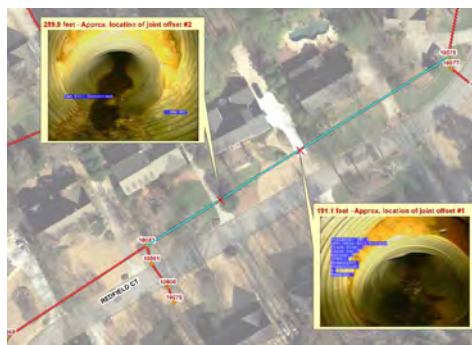
| 1.2.5  | TRAFFIC & TRANSPORTATION ENGINEERING | UNDERSTANDING OF SCOPE   |
|--|--------------------------------------|--|
| <p data-bbox="102 275 170 294">1.2.5.11</p> <p data-bbox="203 275 690 367"><b>Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.</b></p>  <p data-bbox="203 646 552 682"><i>CCTV Camera Image, North Peachtree Road at Cotillion Drive</i></p>  <p data-bbox="203 976 548 1012"><i>CCTV Camera Image, Tilly Mill Road at North Peachtree Road</i></p> |                                      | <p data-bbox="716 275 1364 321">Lowe is fully capable of identifying and performing other traffic and transportation engineering responsibilities including:</p> <p data-bbox="716 346 1461 464">Audible Pedestrian Systems (APS) – Dunwoody should consider enhancing its pedestrian system by evaluating new technologies for providing audible cues for visually impaired pedestrians. We would recommend a test project around the Dunwoody MARTA Station. A project like this could be a candidate for federal stimulus funding if a policy such as in 2009 is enacted.</p> <p data-bbox="716 489 1446 558">Traffic Control Center – We will continue to work with PCID and RTOP teams on the implementation of the Dunwoody Traffic Control center to ensure usability and proper integration of all systems.</p> <p data-bbox="716 583 1456 726">CCTV Monitoring and Maintenance – With the completion of the Traffic Control Center, a large number of CCTV cameras are available for viewing and potential recording. We are currently working on a system to be put in place to allow the video to be shared with the Dunwoody Police Department. We have also worked with GDOT to allow still images from the cameras to be posted online through 511ga.org.</p> <p data-bbox="716 751 1468 894">Before/After Studies – Using the wealth of information available to us from the GDOT MaxView system and the ATSPM signal data logging system, we will be able to provide significantly more analysis to evaluate the impact of specific events such as the coronavirus shutdown or the holiday shopping period around Perimeter Mall, and also to evaluate the effectiveness of new signal timing plans and the impact of new developments.</p> <p data-bbox="716 919 1463 1012">Development of Regional Impact (DRI) and Traffic Impact Study (TIS) Review – We will work with Community Development to provide review services of DRI and TIS reports. We will also consider traffic flow within the sites as proposed because this can result in impacts on major roadways.</p> <p data-bbox="716 1037 1451 1129">Accident Analysis – We will work with the Dunwoody Police Department and GDOT to evaluate accident reports throughout Dunwoody to help identify areas with higher crash frequencies. With the areas identified, measures to reduce accidents can be identified and prioritized.</p> <p data-bbox="716 1155 1463 1297">Traffic Count Database – Between traffic impact studies, neighborhood speed studies, and signal timing projects, there is a lot of traffic volume data in the City, but it is not accessible in one place. Maintaining a database of all traffic count data will make it easier to do quick analysis of ideas and is a valuable tool for developers who often call looking for average daily traffic (ADT) in an area where they are considering building.</p> <p data-bbox="716 1323 1446 1608">Traffic Signal Preemption for Emergency Vehicles – We have already performed a considerable amount of work in implementing systems to allow emergency vehicles to preempt traffic signals around Fire Station 21 on Meadow Lane and Fire Station 18 on Barclay Drive. We are in the process of expanding this system to add more signals to the area served by those two stations as well as adding service in the area of Fire Station 12 on Roberts Drive. We have also had discussions with the City of Sandy Springs to allow enhanced service for their fire station on Dunwoody Club Drive, which utilizes the signals at Dunwoody Club Drive and Mount Vernon Road to serve northeastern Sandy Springs. Lowe also proposed a system to allow Dunwoody Police vehicles to preempt the traffic signals, especially in the event of an exit from the City Hall signal at Valley View Road.</p> <p data-bbox="716 1633 1463 1776">Citizen Information Via Smart Apps – The system used for fire and emergency signals to preempt the traffic signals has additional functions available to provide information to the general driving public. There is a test of this system being implemented currently in the City of Marietta that Eli Veith has worked with that can send in-vehicle data to drivers alerting them of emergency vehicles approaching and school zone information.</p> |



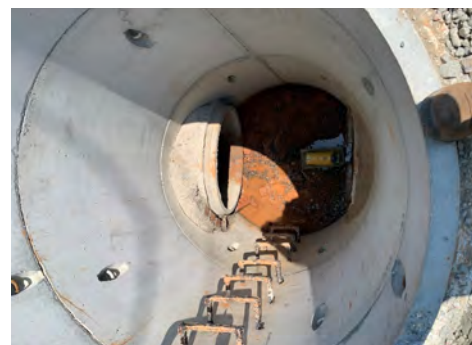
| 1.2.6   | STORMWATER   | UNDERSTANDING OF SCOPE   |
|---------|--|--|
| 1.2.6.1 | <p>Provide a stormwater utility manager approved by the City, with full responsibility to manage and perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved manager without written approval from the City, such approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.</p> | <p>Carl Thomas would continue as the appointed Stormwater Utility Manager for Dunwoody. He has been in stormwater management for more than 14 years, with experience primarily in asset management, environmental compliance, cost analysis, public outreach, enforcement, and floodplain administration. Since joining Dunwoody in July of 2018, he has managed the approval from Georgia Environmental Protection Division (GAEPD) of the City's 2018-2022 Stormwater Management Plan (SWMP), two annual report submittals, 34 capital projects totaling \$2.3 million, repairs of over 1.62 miles of pipe, and completion of 366 maintenance work orders totaling over \$622,000.</p> <p>When the Finance Director requested assistance with developing a method to quantify the effectiveness of the stormwater maintenance program for auditing purposes, he proposed a unique solution. Exporting the inspection results of over 3,100 City-maintained pipes from the GIS database, he developed a weighted overall score of the entire pipe infrastructure based on the structural rating (1-IMMEDIATE REPAIR, 2-POOR, 3-FAIR, 4-GOOD, 5-EXCELLENT) and overall capacity (in cubic feet) of each asset in the inventory. The first round of inspections completed by the City in 2010-2011 produced a weighted overall score of 3.55. When the next round of inspections were completed from 2013-2017, the overall weighted score for the same assets increased to 3.86. This 8.59% improvement in the overall score over just a six-year period helped demonstrate the effectiveness of the City's maintenance program and was extremely useful for the Finance Department.</p> <p>Currently, Carl Thomas is assisting the City of John's Creek with developing a cost analysis tool for estimating the total net worth of their entire stormwater inventory based on the cost of replacing each asset.</p> <p>In 2019, survey teams discovered a deteriorated 400-foot section of 48-inch corrugated metal pipe underneath four residences on Redfield Court. In addition to severe invert corrosion, there were joint separations threatening to collapse, creating 10-foot sinkholes directly underneath two driveways. Estimates for total excavation, relocation and abandonment, or pipe bursting started at over \$400,000. Carl Thomas developed a plan to replace the 100-foot separation with reinforced concreted pipe and repair the remaining 300 feet with cured in-place pipe, combining the RCP and CIPP structures with two 14-foot manholes. The project was completed successfully in September of 2019 and saved the City a minimum of \$150,000.</p> |



Cured In Place Pipe (CIPP) repair on Mt Vernon Road (2019)



Separated pipe sections under two driveways

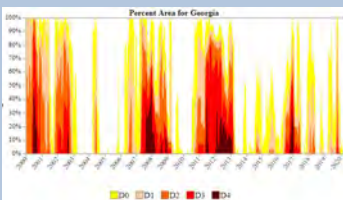


Manhole installation connecting RCP (left) with CIPP (right)

# PUBLIC WORKS

| 1.2.6                   | STORMWATER  | UNDERSTANDING OF SCOPE  |                |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
|-------------------------|---|---|----------------|------------|-------------|------------|---------------------|----|--------|----------------|----------------|---|-----|--------------|--------------|---|-----|-------------|-------------------------|----|-------|----------------|---------------|----|--|--------------|-----------|---|-------|--------------|----------------|---|-----|-------------|----------|---|-----|--------------|----------------------|---|-----|--------------|--------------------|----|--|--------------|-------------|-----|--------|----------------|
| 1.2.6.2                 | <p>Provide ongoing engineering, design, and management of the maintenance of stormwater systems, as needed, to meet the needs of the City in accordance with all applicable standards and as directed by the City.</p> <div><p>Amberly Drive Culvert Repair</p><p>CCTV Remote Camera for Imaging Stormwater Pipes</p><p>Martina Drive Streambank Restoration</p><p>North Peachtree Road Culvert Repair</p></div> | <p>Since 2009, Lowe Engineers has provided the City with project management support on more than 180 capital stormwater projects totaling over \$8.6 million, restoring over 5.3 combined miles of pipes and streams. With over 40 years of combined experience in engineering, design and construction management, daily oversight of the stormwater repairs &amp; maintenance program is managed by Greg Wilson and Monte Lester.</p> <p>Greg Wilson has been with the City since February 2019 and his impact to the stormwater team and Public Works Department in Dunwoody was instant. One of his first projects was the Amberly Drive Culvert Replacement Project. In what appeared to be a “typical” repair at first glance, the project posed unique challenges. The project is located in the Nancy Creek watershed, which is impaired for exceeding acceptable levels of fecal coliform. One of the causes of this is damaged sanitary sewer lines infiltrating into the storm system. Less than a foot underneath the existing twin 48-inch pipes is an 8-inch sewer line. The culvert is also in the high risk, dam breach inundation zone for the Scott Candler Water Treatment Plant. Analyzing the hydrology and hydraulics from various designs, Greg designed a 7-foot by 4-foot box culvert that reduced flooding on neighboring properties and provided the necessary clearance over the sanitary sewer line.</p> <p>Monte Lester has been the Stormwater Construction Manager for the City since 2015. He possesses a blend of technical expertise and customer service that is essential to this position. He is a Certified Utility Coordinator, providing vital experience in a sector of project management that typically contributes to the most delays (utility relocation). The drone footage he takes of projects, from start to completion, are a hit on the City’s social media pages. In his time with the City, Monte has managed 59 stormwater capital projects, closed 413 service requests and 808 maintenance work orders.</p> <p>Lowe staff have been exceptional at running an efficiently budgeted stormwater section. By hiring individuals with experience in multiple fields, the City has been able to dedicate considerably more resources to its aging infrastructure than neighboring utilities by minimizing staffing costs. In a 2019 survey conducted by the Southeast Stormwater Association (SESWA) of more than 100 stormwater utilities in the region, the average utility dedicates 49% (33% operations and maintenance, 16% capital projects) of its annual budget to stormwater repairs.</p> <p>By employing staff capable of filling multiple roles within the department, Dunwoody has been able to dedicate an average of 76.4% annually to maintenance and capital projects. This has been one of the key components of why the City has been able to make significant improvements to an aging storm system where the average age of the structure (43 years) has exceeded its typical service life (25 years).</p> <table><caption>2009-Present Stormwater Capital Projects</caption><tr><th>PROJECT TYPE</th><th># Projects</th><th>LINEAR FEET</th><th>TOTAL COST</th></tr><tr><td>Cured in Place Pipe</td><td>78</td><td>18,276</td><td>\$3,615,397.05</td></tr><tr><td>Culvert Repair</td><td>3</td><td>374</td><td>\$354,130.25</td></tr><tr><td>Paved Invert</td><td>3</td><td>251</td><td>\$22,731.98</td></tr><tr><td>PIPE REPAIR/REPLACEMENT</td><td>52</td><td>6,855</td><td>\$2,255,352.50</td></tr><tr><td>Pond Retrofit</td><td>15</td><td></td><td>\$761,415.18</td></tr><tr><td>Shotcrete</td><td>9</td><td>1,778</td><td>\$715,484.16</td></tr><tr><td>Slip Line Pipe</td><td>2</td><td>160</td><td>\$35,833.33</td></tr><tr><td>Spincast</td><td>4</td><td>216</td><td>\$121,695.96</td></tr><tr><td>Stream Stabilization</td><td>2</td><td>230</td><td>\$348,648.23</td></tr><tr><td>Structural Repairs</td><td>16</td><td></td><td>\$449,124.62</td></tr><tr><td>Grand Total</td><td>184</td><td>28,140</td><td>\$8,679,813.26</td></tr></table> | PROJECT TYPE   | # Projects | LINEAR FEET | TOTAL COST | Cured in Place Pipe | 78 | 18,276 | \$3,615,397.05 | Culvert Repair | 3 | 374 | \$354,130.25 | Paved Invert | 3 | 251 | \$22,731.98 | PIPE REPAIR/REPLACEMENT | 52 | 6,855 | \$2,255,352.50 | Pond Retrofit | 15 |  | \$761,415.18 | Shotcrete | 9 | 1,778 | \$715,484.16 | Slip Line Pipe | 2 | 160 | \$35,833.33 | Spincast | 4 | 216 | \$121,695.96 | Stream Stabilization | 2 | 230 | \$348,648.23 | Structural Repairs | 16 |  | \$449,124.62 | Grand Total | 184 | 28,140 | \$8,679,813.26 |
| PROJECT TYPE            | # Projects  | LINEAR FEET   | TOTAL COST     |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Cured in Place Pipe     | 78  | 18,276  | \$3,615,397.05 |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Culvert Repair          | 3   | 374   | \$354,130.25   |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Paved Invert            | 3   | 251   | \$22,731.98    |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| PIPE REPAIR/REPLACEMENT | 52  | 6,855   | \$2,255,352.50 |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Pond Retrofit           | 15  |   | \$761,415.18   |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Shotcrete               | 9   | 1,778   | \$715,484.16   |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Slip Line Pipe          | 2   | 160   | \$35,833.33    |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Spincast                | 4   | 216   | \$121,695.96   |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Stream Stabilization    | 2   | 230   | \$348,648.23   |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Structural Repairs      | 16  |   | \$449,124.62   |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| Grand Total             | 184   | 28,140  | \$8,679,813.26 |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |
| 1.2.6.3                 | <p>Review, update, and implement all necessary policies, protocols, rules, and regulations necessary to meet or exceed the City’s stormwater requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements and State of Georgia National Pollutant Discharge Elimination Standards (NPDES) permitting and compliance.</p>  | <p>2019 marked the first year the Environmental Protection Agency (EPA) issued consent orders to municipalities in Georgia for insufficient implementation of their SWMPs. Having staff with knowledge of federal, state, and local regulations is critical for Dunwoody to remain in compliance. The City received state approval of their 2018-2022 SWMP. Cody Dallas is responsible for primary duties including preparation of all stormwater compliance documentation for Dunwoody. Cody has been with the City since 2016. In addition to Dunwoody, Cody has developed SWMPs, Impaired Waters Plan, annual reports, and regulatory documents for numerous municipalities, including Milton, Canton, and East Point. Updates to the SWMP include a Citizen Response Hotline, Social Media Program, and revised Enforcement Response Plan.</p>  |                |            |             |            |                     |    |        |                |                |   |     |              |              |   |     |             |                         |    |       |                |               |    |  |              |           |   |       |              |                |   |     |             |          |   |     |              |                      |   |     |              |                    |    |  |              |             |     |        |                |



| 1.2.6   | STORMWATER  | UNDERSTANDING OF SCOPE   |
|---------|---|--|
| 1.2.6.4 | Prepare and submit stormwater management plans, permit updates and annual reports to the Georgia Environmental Protection Division and achieve compliance.  | The most significant update to the 2018-2022 SWMP is implementation of a Green Infrastructure/Low Impact Development (GI/LID) Program. Coordinating with Community Development and Public Works Departments, Lowe staff prepared and submitted a draft of the GI/LID program with the 2019 MS4 Annual Report, as required in the permit. This document is currently under review by GAEPD and final approval is expected no later than 4th QTR of 2020. Lowe staff have prepared for the upcoming regulatory changes by working with the Georgia Association of Water Professionals to determine the best training opportunities available to educate government officials and the development community on GI/LID design, installation and long-term maintenance. One of the most important updates during the 2013-2017 permit cycle was implementation of an Impaired Waters Plan. The water quality sampling, enforcement, inspection and public education efforts were effective enough to have one watershed in the City (Ball Mill Creek) removed from the state 303(d) list of streams impaired for excessive levels of fecal coliform. A municipality having streams removed from the 303(d) list is one of the most importance indicators of a stormwater program's effectiveness. |
| 1.2.6.5 | Integrate activities when applicable with Planning and Zoning and other departments as necessary. Review hydrology reports and stormwater management plans for development projects.                                | Lowe staff collaborated with Community Development to assist the Metro North Georgia Water Planning District (MNGWPD) in revising its Post-Development Stormwater Model Ordinance and develop a checklist for design professionals to determine runoff reduction feasibility. Adoption of the documents by the City in 2020 will be important to ensuring compliance for implementing the GI/LID program. Lowe staff is experienced with reviewing stormwater and floodplain management plans, with Greg and Carl having more than 20 years of combined experience with plan review for other municipalities.  |
| 1.2.6.6 | Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.   | Lowe provides 24/7 response with staff in Public Works Department responding to after-hour requests on a rotating schedule. For stormwater-related issues, Carl Thomas is available any time to respond to issues after business hours and has a team of contractors available for emergency situations. According to the Dekalb County Multi-Jurisdictional Hazard Mitigation Plan, over 1,600 residents and properties worth \$54 million are exposed to increased risk during the 1% (100 year) flood event in Dunwoody. Lowe staff is familiar with the procedures for the City stated in the emergency response plan and are prepared for any situation, should the worst occur.  |
| 1.2.6.7 | Identify, document and, if deemed applicable by the City, implement water conservation practices and methods.<br>                | The Lowe staff stays in constant communication with EPA, GAEPD, MNGWPD, GAWP, and Dekalb Department of Watershed Management (DWM), posting information to the public on conserving water to the City's social media sites. If a Level D1 drought or higher is declared, notices are forwarded to the public immediately if water restrictions are optional or mandatory. One of the most important annual activities conducted by the City is dry-weather screening of outfalls owned by the City. If water is flowing out of the City's storm system when there has been less than 0.1 inch of rainfall over 72 hours, water quality testing is immediately conducted. If potable water is detected, Dekalb DWM or the property owner is notified immediately of the possibility of a leak in their water service line.   |
| 1.2.6.8 | Create, maintain, store, and retrieve available documents that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, local, state, and federal laws. | One of the most important tools for centralized data storage and reporting purposes utilized by Lowe staff is the Cityworks database management tool. All stormwater staff are proficient in entering service requests and work orders. A new tool that has been incorporated in tracking stormwater capital projects is the Project Manager Module. This not only tracks and totals all costs related to a project (engineering studies, CCTV/cleanings, easements, construction, etc.), but the user can also attach all assets related to the project. For long-term recording purposes, Lowe staff is currently entering all previously completed stormwater projects since the City's inception into the Project Manager Module and attaching assets, invoices and photos.  |

## PUBLIC WORKS

| 1.2.6    | STORMWATER   | UNDERSTANDING OF SCOPE   |
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| 1.2.6.9  | Prepare the parcel level data necessary to calculate the billing data for stormwater customers and communicate the calculations to the appropriate parties in a timely manner. | Lowe will continue to collaborate with staff from GIS and Finance Departments to ensure that the City is providing the most up-to-date billing data for each parcel. Although residential properties are charged for one equivalent residential unit (ERU) 3,000 square feet impervious, it is important to review the most recent GIS data for the impervious footprint of each commercial lot, particularly for commercial redevelopment projects in the City. The City currently charges an annual ERU rate of \$78.45, adjusted annually based on the Municipal Cost Index, which calculates the effect of inflation on the cost of providing municipal services. Lowe staff will also look to review the City's credit policy to ensure that property owners are not eligible for credits based on achieving the minimal standards of compliance.   |
| 1.2.6.10 | Conduct post-construction stormwater enforcement as necessary.   | Lowe stormwater staff is familiar with the federal, state, and local water quality regulations and enforcement procedures for individuals discharging pollutants into the City's stormwater system. In 2019, staff made significant improvements to the City's Stormwater Enforcement Plan (ERP), providing flowcharts of escalating action (i.e., warnings, fines, court appearances, and abatement procedures). Social media has been a useful tool for educating the public on the most common violations in the City, like dumping yard waste and pool wastewater into the storm system. Proper pool maintenance procedures are such a recurring issue in the City that it is the top candidate for a Stormwater Public Service Announcement (PSA) in 2020.  |
| 1.2.6.11 | Maintain and update the City's stormwater infrastructure GIS database.   | Lowe maintains and updates the stormwater infrastructure GIS map. We use tools such as then/now comparisons, addition of Dekalb DWM utility locations to identify illicit discharges, Heat Map of structural conditions, addition of GI-LID Structures and Post-Development Stormwater inventory, updates to inventory after completion of storm system improvements, connect survey team performing annual inspections directly to server to update inspection results in real time.  |
| 1.2.6.12 | Respond to citizen inquiries and process requests using the City's work management system.   | Since 2018, the stormwater section has invested additional resources to citizen response, using service requests received through Cityworks and SeeClickFix as an opportunity to promote the program. Lowe staff have used the information in the system to discover new outreach initiatives. When responding to requests from the past year, staff observed numerous structural failures caused by private downspout connections to the storm system. In coordination with the Communication Director, a PSA was produced explaining the importance of understanding the impacts of improperly installed downspout extensions. The PSA was displayed on various social media outlets, becoming one of the most popular posts in 2019, generating over 12,000 combined views, re-posts, likes, and comments. For homeowners with drainage issues on private property, Greg developed a list of local engineering firms that can provide design recommendations. |
|          |          |  |
| 1.2.6.13 | Identify and perform other stormwater responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.                                | When Lowe stormwater staff observed Dunwoody PD washing vehicles in an area where the runoff flowed into a storm structure that they were unaware of, the stormwater team coordinated with Dunwoody police staff to schedule temporary vehicle washing away from City Hall until a proper car wash station could be installed. The project is scheduled for completion in 2020. Dekalb DWM has approved sewer tie-in and a preliminary design, including an oil/grit separator, has been prepared.   |

| 2.2.7     | CAPITAL PROJECT MANAGEMENT  |   |
|-----------|---|---|
| 2.2.7.1   | PRECONSTRUCTION   | UNDERSTANDING OF SCOPE  |
| 2.2.7.1.1 | <p>Provide a Professional Engineer licensed in Georgia and all necessary support to coordinate all aspects of preconstruction for assigned capital projects included but not limited to:</p> <ul style="list-style-type: none"> <li>■ Prepare and review project budgets and schedules</li> <li>■ Design consultant selection</li> <li>■ Public involvement</li> <li>■ Communication with the public and city council</li> <li>■ Design review</li> <li>■ Utility coordination</li> <li>■ Rights-of-way acquisition</li> <li>■ Permitting</li> <li>■ Bid preparation</li> </ul>  <p><i>Center Drive Preconstruction Meeting with Contractor</i></p>  <p><i>Old Springhouse Stormwater Repair Preconstruction Meeting</i></p>  <p><i>Public Information Open House for Ashford Dunwoody Road Trail, Phase II</i></p> | <p>Lowe will provide a primary Professional Engineer licensed in Georgia as the Capital Projects Manager. Lowe proposes Ishri Sankar, PE to perform this requirement. He has 14 years of experience performing the activities required for this position, including 2 years of experience in this exact role at the City of Dunwoody. In addition, Lowe will provide all necessary support to coordinate all aspects of preconstruction for assigned capital projects including, but not limited to:</p> <ul style="list-style-type: none"> <li>■ Preparation and review project budgets and schedules</li> <li>■ Design consultant selection</li> <li>■ Public involvement</li> <li>■ Communication with the public and City council</li> <li>■ Design review</li> <li>■ Utility coordination</li> <li>■ Rights-of-way acquisition</li> <li>■ Permitting</li> <li>■ Bid preparation</li> </ul> <p>The Capital Improvement Program of the City is extremely robust. Within the Public Works Department, this key assignment includes construction of pedestrian facilities such as multi-use paths and cycle tracks, roadway intersection improvements, streetscape projects, corridor operational/safety improvements, sidewalk construction, traffic calming, and other improvements that affect the quality of life of the residents of Dunwoody.</p> <p>The construction of the capital improvement projects has a tremendous impact within the community. It impacts not only the residential and commercial property owners and tenants adjacent to the projects, but also the traveling public who pass these projects. A successful construction project begins with the implementation of an effective and efficient preconstruction phase.</p> <p>Regardless of the scale of an individual project, there are numerous tasks involved during the preconstruction phase of each one. These tasks include the procurement of the design consultant, public involvement, communication with the public and City council, right-of-way acquisition, utility coordination, design review, permitting, and preparation of the construction bid document. The management of these tasks is not always a linear progression and the outcome of each of these tasks can have a direct impact on a number of other tasks as well as the direction of the entire project.</p> <p>Therefore, it is critical for these tasks to be carefully managed in order to achieve the desired schedule and project outcome.</p> <p><b>Budgets/Schedules:</b> The existing team has been responsible for establishing the City's initial Capital Improvements Programs, as evidenced by our development of the City's paving plan, sidewalk improvement plan, and transportation plan. Lowe Engineers has developed the initial capital improvement plan and every subsequent plan for each service area of Public Works. We share the City's philosophy of methodical planning based on thorough analysis and objectivity.</p> <p>We have created and continuously update a 5-year paving plans based on a quantitative evaluation of every street in the City, and a long-range capital sidewalk plan prioritized on objective criteria. Lowe directed development of the City's updated comprehensive transportation plan, which included extensive public involvement and outlines the priorities for capital investments in transportation. We have completed an inventory of the City's entire stormwater system, and we are currently evaluating the utility's long-term capital needs.</p> <p>Lowe staff recognizes the constraints of funding, political climate, right-of-ways, utilities, and concerns of residents and finds a balance between these oftentimes conflicting issues. Lowe is adaptable to changing political climate and changing regulations. Lowe staff is also knowledgeable with using Microsoft Project, the software currently used for scheduling and managing capital projects.</p> |

# PUBLIC WORKS

| 2.2.7.1   | PRECONSTRUCTION - UNDERSTANDING OF SCOPE  |
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| 2.2.7.1.1 | <p>While most capital projects are locally funded, Lowe staff seeks ways to leverage the available transportation funding at the state and federal level, coordinating with other city, state, and county municipalities, as well as CIDs. Lowe staff is knowledgeable about the GDOT Plan Development Process to meet the requirements of the Locally Administered Projects (LAP).</p> <p><b>Public Involvement:</b> Dunwoody residents are extremely active in shaping the community and the expectations of the community are high. Therefore, the public involvement process is critical to shaping the project from inception.</p> <p>On larger projects, this process begins before even a single concept has been sketched on paper. We require stakeholder meetings at the project onsets, where we hold separate meetings with individual neighborhoods and critical stakeholders. This process lets staff know of issues that are not always evident from a survey or GIS mapping. We listen to the residents to hear about the history and issues that concern them. While we cannot always avoid impact to properties, this process allows us to begin a project with the awareness that we must find ways to mitigate those impacts.</p> <p>During the public involvement process, City staff and consultants must explain all aspects of the project to the residents and general public. This process relies upon attendance of the community and property stakeholders. If we do not hear from these individuals, the public involvement process is not effective. Therefore, Lowe performs a multi-level outreach prior to the public meetings. These include mailing letters to all property owners within a certain distance of the property, public notifications in the press, street signs, etc. The public also has access to active online forms for providing feedback and input at any time. Being accessible and available by phone or in person, even at times outside normal business hours, is vital to meeting the needs of the community.</p> <p><b>Communication with Public and Council:</b> An important ongoing task of capital projects is presenting agenda items at City Council meetings, in addition to meeting with residents and Council members on project sites. Even when agenda items are not being voted on, Lowe staff members are responsible for communicating all project aspects to them.</p> <p>Communication that is pushed out from the Public Works Department allows the department to be proactive rather than reactive. Lowe staff currently has a great working relationship with the Public Relations Department. These departments are continuously working to discover new ways to communicate project status and alerts through the website and other electronic means.</p> <p>Communication with the public and the Council has shown to affect the schedule of a project. If not properly communicated, outcry from residents can delay the project or affect the footprint of the project, for good or bad, from a technical perspective.</p> <p><b>Design Review:</b> We look for the most efficient and context-sensitive solutions to accomplish the goals set by the Comprehensive Transportation Plan, with specific requests received from the public. Lowe staff has experience in evaluating the objectives of a project and simplifying the design to reduce time and costs.</p> <p>Thorough oversight is critical to the success of capital projects. Lowe's current staff has developed policy to perform an on-site project walk-through at early project stages to determine if the typical section may be altered to minimize impacts to surrounding properties.</p> <p>Lowe staff currently includes a transportation designer who knows the effort that goes into design and a set of plans. They are familiar with the current design guidelines and procedures as outlined by the current versions of accepted engineering manuals, including, but not limited to, AASHTO "Policy on Geometric Design of Highways and Streets", "Roadside Design Guide", and "Guide for the Development of Bicycle Facilities"; "Manual on Uniform Traffic Control Devices", Georgia Stormwater Management Manual, GDOT's Plan Development Process.</p> <p>The designer is familiar with the current design guidelines and procedures as outlined by the current versions of accepted engineering manuals, including, but not limited to: AASHTO's Bicycle Facilities; the "Manual on Uniform Traffic Control Devices"; the Georgia Stormwater Management Manual; and GDOT's Plan Development Process.</p> <p><b>Utility Coordination:</b> Lowe staff is knowledgeable of the City's franchise agreements with the utilities that have existing facilities within Dunwoody. These agreements can have a tremendous impact on the plan development and the cost of a project. For example, knowing that the relocation of transmission line facilities is not covered in the City's agreement with Georgia Power, the City will be able to save millions of dollars on the construction of the Ashford Dunwoody Road Trail (Phase I and Phase II) by meandering the path/cycle track around transmission poles.</p> <p>Over the past twelve years, existing Lowe Public Works staff have developed efficient working relationships with the utility contacts. This has allowed a quick turn-around for utility adjustments that were identified in the field, requiring immediate action. Furthermore, each utility has its own criteria and scheduling components. For example, current Lowe staff at the City sends out regular schedule updates to utilities to streamline utility work from one project to the other. We also developed a standard utility adjustment schedule form for use on each project.</p> <p><b>Right-of-Way Acquisition:</b> Dunwoody is unique in that many projects are within residential neighborhoods. Right-of-way is an extension of their yard that they've been maintaining for years and oftentimes sometimes decades.</p> <p>Lowe staff is sensitive to this. As noted, the staff looks for opportunities to alter a design to minimize impacts to property and care for aspects of resident yards, such as plantings, fences, and irrigation, which may lie within the right-of-way. The right-of-way acquisition phase is a balance of meeting the property owner's needs in a fair manner, while protecting the City's best interest and adhering to budget limitations.</p> <p>Engaging property owners in the public involvement phase eases the property owner into the idea of changes occurring. The right-of-way process involves a great amount of time from public works staff. Coordination is involved with the design consultant, property appraisers, right-of-way acquisition agents, the City attorney, the City Council under certain circumstances, and, of course, the property owners themselves. Sometimes, residents are skeptical of information provided by a right-of-way acquisition agent hired by the City. As a result, staff often meets with the residents one-on-one or within a group to answer questions directly. This has become effective in acquiring right-of-ways and easements.</p> |



| 2.2.7.1   | PRECONSTRUCTION - UNDERSTANDING OF SCOPE   |   |
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| 2.2.7.1.1 | <p>Current Lowe staff at the city has also developed methods to coordinate with the construction team to meet the demands and negotiations of the citizens and businesses. This has helped clarify property owner expectations as well as keep property owners a little more relaxed during construction by having a construction management team that understands their needs from the beginning of construction.</p> <p><b>Permitting:</b> The permitting requirements for the City's capital improvement program vary for each project. Thresholds are in place based on the scale of the project that are used to determine what agencies a permit must be obtained for. Typically, these agencies include the City and Georgia Environmental Protection Department.</p> <p>Lowe will continue to be adaptable, work with other departments, receive annual training to become aware of changes to regulations, and changes to staff at regulating agencies. Awareness of these fluctuating thresholds and requirements is key to ensuring that the delivery of the project is on schedule. Lowe staff keeps up to date on changes to the latest checklists and project requirements for Erosion Sediment &amp; Pollution Control plans, Stream Buffer Variances, and Stormwater Management Regulations.</p> <p>Stormwater management on transportation projects is a relatively new regulated permitting task. The City implemented these requirements on its own capital projects in 2013. Since then, there has been a learning process on the parts of staff and their consultants to adapt to this new requirement. Stormwater Permitting is regulated by the City's Department of Community Development. The Capital Project manager is responsible for requesting the review of the MS4 documents (water quality) and water quantity documents from the City's Department of Community Development.</p> <p><b>Bid Preparation:</b> Each of these tasks are necessary to ensure the success of the preconstruction phase of a project, which in turn will ensure the success of the construction phase. Preconstruction and construction Lowe staff members will work together to perform constructability review throughout the plan development process.</p> <p><b>Consultant Selection:</b> Though not included in this requirement's bullets, writing RFPs is part of the service provided by Lowe. To protect the City, clearly defines and requests services to meet the particular needs of the project must ensure that the scope clearly defines the responsibilities of the project. Learn from past projects about what to include avoiding delays due to contract adjustments.</p> <p>The procurement process must be navigated, and Lowe's knowledge of this process will help determine the type of call for submittals desired (Request for Proposal, Request for Qualifications, Invitation to Bid, Informal Written Quotes, etc.)</p> <p><b>Local Minded Department:</b> The community is very involved in many aspects of the City happenings. While we will not be able to work with everyone's schedule, we try to time project-related public meetings around other public meetings, religious calendars, even seasonal sporting events, such as swim meets, neighborhood meetings and presentations to the DHA, presentations to the church boards, etc.</p> | <p>Capital projects affect Dunwoody as a whole, not just surrounding properties. They have a tendency to make the headlines of the local newspapers and elicit passionate public response. Even seemingly simple projects can become divisive. Staff must be receptive to public ideas but cannot allow isolated complaints to overturn the project.</p> <p><b>Ways to Improve:</b> Lowe has demonstrated that we are capable of delivering positive outcomes for all of the above tasks needed to successfully meet the challenges of managing the capital improvement program. However, there is room to become more efficient. An effective level of staffing is critical to accomplishing this.</p> <p>It is important for public perception and cost-effectiveness to ensure that projects are coordinated. We accomplish this goal through careful planning, coordination, and communication. Implementing this strategy relies on the proper level of staffing. Lowe has the capacity to scale up or scale down staffing for the preconstruction. Historically, there has been a need for additional staff time dedicated to capital projects. With the addition of dedicated construction management and maintenance staff members, the preconstruction staff will be less overloaded by these tasks.</p> <p>Staff will encourage regular direct communication with City Council members, inviting them to our staff meetings. No one wants to be surprised. The public needs to know about upcoming projects. The Council needs to be aware of possible issues with projects. Remove any perceived barrier between staff and Council so a better level of trust can be established. Answering questions in a public setting, while transparent, is not the most effective way to communicate the, oftentimes conflicting, nuances of project development.</p> <p>In addition to coordination among plans, Lowe Engineers' future efforts will be focused on maintaining good records on completed projects through use of GIS and continuing to refine the plans as funding and priorities change over time. Other ideas (to be expanded upon) include:</p> <ul style="list-style-type: none"> <li>■ Regular coordination meetings with utilities</li> <li>■ Advanced communication with residents along project boundaries</li> <li>■ Develop a set of Dunwoody Standards &amp; Details</li> <li>■ Design-build using on-call contractors</li> <li>■ Going forward, efforts to schedule regular project updates during the preconstruction phase</li> </ul> |

# PUBLIC WORKS

| 2.2.7.2   | CONSTRUCTION  | UNDERSTANDING OF SCOPE  |
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| 2.2.7.1.2 | <p><b>Provide technical support for other public works initiatives as needed</b></p>  <p><i>Transportation Engineering at Ashford Dunwoody Road Intersection</i></p>  <p><i>Amberly Drive Culvert Repair</i></p>   | <p>Another large responsibility of preconstruction capital project management is providing support for other public works initiatives. This umbrella entails help with maintenance aspects, safety initiatives, sight distance corrections, improvements to signing and marking, interdepartmental approval requests, and special projects.</p> <p>Though usually at a much smaller scale, these responsibilities involve many of the same coordination tasks and considerations as the larger capital projects. They oftentimes require coordination with utilities, other municipalities and agencies, right-of-way acquisition, and consideration for the limitations of the procurement process.</p> <p>Coordination between public works staff members is required on a routine basis as there is oftentimes an overlap between the responsibilities of stormwater management and with maintenance. Staff will determine what the most effective and overall beneficial solution will be. For example, coordination efforts are regularly made to coordinate construction projects with paving projects to ensure paving is done once at the completion of a capital project. This leads to a better end product for the City's residents and less construction headache for users as construction occurs once.</p> <p>Coordination with maintenance is another regular requirement. Based on reported issues, staff will coordinate to determine if some service requests are stand-alone projects or if they should become future capital initiatives. This coordination also helps determine if there is a low-cost short-term solution to address the immediate needs or if the prioritization does not require immediate action.</p> <p>As expected with any construction project, field adjustments are always required. Lowe staff has engineered designs to "work around" field conditions not suitable for plan design. For example, the staff recently redesigned the storm network along Tilly Mill Road at Andover Drive. This storm line was in the midst of being constructed when a 20-inch water main was located by the contractor that was not previously located by the utility owner. This quick redesign allowed the project to continue along without major scheduling setbacks.</p> |
| 2.2.7.2   | <p><b>Provide construction project management plan for certain infrastructure and parks capital projects and to be the point of contact for all communications between the city, the contractor, design engineer, materials testing company, adjacent property owners and other affected parties.</b></p>  <p><i>North Fork Nancy Creek Trail Bridge</i></p>  <p><i>Trailridge Ct Stormwater Drainage Alterations</i></p> | <p>Get it done: on time, on budget, and done right.</p> <p>We will continue our bi-weekly capital projects review with Public Works Director and CPM to communicate and coordinate emerging plan requirements and details.</p> <p>Adapt and overcome: Lowe's team adjusts and accommodates shifting priorities and emerging situations, including recent restrictions pertaining to the COVID-19 pandemic.</p> <p>We are problem solvers, not just construction inspectors.</p> <p>We are also collaborators and ambassadors, and are familiar with City contractors, vendors, design engineers, testing firms, and Dunwoody citizens.</p> <p>Moreover, Todd Meadows, David Ayers, Monte Lester and various others (as needed) are an integral extension of the Dunwoody team, with a track record of performance.</p> <p>This team has managed:</p> <ul style="list-style-type: none"> <li>■ 5 years of the City's Paving Program: \$17 million</li> <li>■ 4 signalized intersection projects: \$6 million, with 5 projects in development/procurement</li> <li>■ 5 linear/corridor projects: \$11 million, with 3 projects currently in development/procurement</li> <li>■ 13 sidewalk projects: \$1.3 million, with several currently in development/procurement</li> <li>■ 16 projects for the Parks and Recreation Department: \$12 million</li> </ul>   |



| 2.2.7.2   | CONSTRUCTION  | UNDERSTANDING OF SCOPE  |
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| 2.2.7.2.2 | Ensure compliance with the contract documents and city standards and specifications.  | <p>The Lowe Construction Management Team is comprised of knowledgeable, experienced staff with more than 60 combined years managing complex linear and site development projects.</p> <p>Our team is invested in the process and in the project development process: constructability reviews, hand-off meetings, and plan reviews with the Capital Projects Manager to ensure continuous improvement.</p> <p>Our team helped set the Dunwoody Standard. Over the past 10 years, our staff has helped build the existing contract document archive and <b><u>we are constantly improving.</u></b></p>   |
| 2.2.7.2.3 | Manage materials testing contracts.   | <p>Managing materials testing contracts is a key part of our quality control program. We periodically solicit and partner with multiple local testing firms to oversee grading/compaction, asphalt and concrete testing, and other material testing services as needed.</p> <p>Our staff and contractors know the firms and have them on our speed dial.</p>  |
| 2.2.7.2.4 | Conduct preconstruction and project meetings. Prepare meeting agendas and minutes.  | The Construction Manager prepares preconstruction meeting agendas, coordinates meeting dates, facilitates meetings and follows up with meeting minutes for distribution to attendees.   |
| 2.2.7.2.5 | Maintain a daily presence on active construction sites. Monitor the contractor's progress and enforce all requirements of applicable codes, contract documents and city standards and specifications. Take photographs. | The Construction Manager will be actively involved on all the projects with daily site visits, discussions with contractors, working out utility coordination/re-location, dialogues with property owners, etc. The Construction Manager will monitor the contractor for code compliance, especially in the areas of safety, traffic control and erosion control. The Lowe team will continue to use the Raken cloud-based daily report tool to document project progress during all phases of construction. Construction Management staff catalog preconstruction photos and drone flyovers to establish site conditions before construction begins. Daily photos are captured and catalogued in the project file as well.   |
| 2.2.7.2.6 | Review and monitor the construction schedule.   | <p>Lowe will evaluate and establish the Baseline Project Schedule <i>before</i> work begins, and monitor milestones bi-weekly. We will monitor Milestones bi-weekly. This allows us to document and escalate when targets slip or are missed. We also enforce project acceleration/recovery schedules.</p> <p>Lowe staff evaluates and makes recommendations regarding project delay claims. We will keep the City Manager apprised of project progress (on track / ahead of or behind schedule).</p>   |
| 2.2.7.2.7 | Review and process contractor progress payments for approval by Public Works Director.  | <p>The Construction Manager will meet on site with the contractor at the end of each month to measure quantities, review percentage complete, and tabulate the previous month's work for billing purposes. We call this the "Pencil Walk" because it allows for revisions and modifications so there is consensus with all parties before processing for payment. Each pay application will then be reviewed by the Construction Manager and submitted to the City Public Works Director for final review/approval/payment. During this process, we also collect and file haul tickets and other material receipts for the project record.</p> <p>We will conduct at the 50% and 66% milestones, a detailed cost estimate review to assess project progress versus payment. This will assist the City in projecting future project costs against overall contract amounts and budget amounts.</p> |
| 2.2.7.2.8 | Perform all construction administrative activities including correspondence and document control.   | The Construction Manager will be responsible for all communications and correspondence with the contractor, with copies to the City throughout the duration of the projects.  |

# PUBLIC WORKS

| 2.2.7.2    | CONSTRUCTION   | UNDERSTANDING OF SCOPE  |
|------------|--|---|
| 2.2.7.2.9  | Coordinate all aspects of the departmental procurement process including, but not limited to review, comment and facilitate responses to requests for information, evaluate and negotiate change orders, prepare the scope of work for requests for qualifications, proposals and bids, conduct pre-proposal meetings, respond to questions and coordinate with the city purchasing manager, review proposals, bids and pay applications, and manage construction contracts, schedules and budgets for capital projects. | <p>Lowe's Construction Manager will assemble clear, concise, well-organized Invitation to Bid (ITB) and Request for Proposal (RFP) packages.</p> <p>Lowe will further conduct well-organized, informative Pre-Bid Conferences. We have recently instituted and facilitated virtual teleconferences and have video-conferencing capabilities to ensure timely communication with interested parties. We also have an excellent rapport with the City's Procurement Manager.</p> <p>We will evaluate/assess bid packages and make recommendations to City Procurement and the Public Works Director on bidders' responsiveness.</p>   |
| 2.2.7.2.10 | Document changes to the design and coordinate as-built drawings.   | The Construction Manager will be responsible for ensuring all modifications to the plans have been documented and are included in the final as-built submittal from the contractor. In addition, we will ensure that contract requirements allow for CCTV of all new storm structures/pipe as a part of the close-out process. As projects are closed out, the Construction Manager will ensure that City GIS receives a copy of as-built conditions so City records can be kept up to date.  |
| 2.2.7.2.11 | Conduct technical reviews of construction documents.   | Lowe proposes to conduct reviews of the construction documents at various stages of design. As needed by the City, a constructability review will be performed as early as the preliminary design phase, but in all cases a technical review will be performed for each project prior to the bidding process. Reviews and comments will be supplied to the City and Engineer of Record upon completion. We will also continue to coordinate traffic signal requirements with the City's Traffic Engineer and Sunbelt.   |
| 2.2.7.2.12 | Provide coordination and review of contractor's staging and detour plans.  | The Construction Manager will review the contractor's traffic control plan and construction staging plan at the beginning of each project. Any deviation from the design plans will be discussed with City staff for final approval. Any detours will be discussed in detail with City staff (including PD if applicable) for final approval before proceeding. Any changes that will require additional public notification will be coordinated with the City and the contractor. We will also coordinate, whenever appropriate, PSAs via Twitter, e-Blast or other social media with the City Public Relations team.  |
| 2.2.7.2.13 | Coordinate communications to the public with the city's public relations staff.  | One of the main areas of responsibility will be to effectively communicate with the City's Public Relations staff and the City Public Works staff for the duration of the project. Information updates will be provided for those issues which will need public notifications, particularly scheduled road closures and utility disruption.   |
| 2.2.7.2.14 | Provide final inspection services and project closeout activities.   | The Construction Manager will perform a final walk-through on each project with the contractor when the work is substantially complete. A punch list will be developed, documented and distributed (including photos). No final payment or release of retainage will be made until the contractor and Construction Manager agree that all discrepancies have been addressed/ corrected. The Construction Manager will ensure that all punch list items are monitored and enforce timely correction/completion.  |
| 2.2.7.2.15 | Provide post-construction services as needed for project closeout and warranty issues.   | <p>Upon completion of the punch list items, the Construction Manager will go over the site conditions with the contractor to ensure that all bond requirements are met or will continue to be met for the remainder of the bond period for those items, such as landscaping, trees and plant materials. Conduct a 1-year Warranty Walk prior to expiration of the contract warranty period.</p> <p>Within 30 days of Substantial Completion (Capital Projects), the construction management team will conduct an after actions/lessons learned meeting to document successes and determine areas that require improvement. We implemented this in 2017 after completing the City's first major intersection improvement project at Tilly Mill Road, North Peachtree Road, and Peeler Road. We further continue to conduct these postmortem reviews on all major projects. Doing so has prevented repeat mistakes and is moving us forward with continual improvement.</p> |
| 2.2.7.2.16 | Maintain production reports reflecting time and other costs dedicated to individual capital projects.  | The Construction Manager will document all time allotted to each capital project and enter all time spent on weekly time sheets as part of Lowe's internal record keeping. A report will be generated monthly that indicates how time was spent on each capital project, and will be generated monthly which indicates how time was spent on each capital project and will be furnished to the City with the monthly invoice.   |

| 2.2.8   | UTILITY COORDINATION   | UNDERSTANDING OF SCOPE   |
|---------|--|--|
| 2.2.8.1 | Maintain contacts with all utility companies located within City right of way.   | Lowe works tirelessly to keep up-to-date contacts with all respective utility facilitators (including all utility locate management representatives) so the correct individual is contacted immediately for any potential conflicts.   |
| 2.2.8.2 | Notify utility contacts when citizen complaints are received by the city.  | Lowe will provide weekly or daily emails/calls to the respective utility facilitators pertaining to potential hazards in the right-of-way (i.e., downed aerial wires, unsecured utility pull boxes, etc.).   |
| 2.2.8.3 | Review utility encroachment permits submitted for utility work in City right-of-way.   | The main objective before approving any utility permits is to ensure that they will not interfere with any future capital projects. Once this matter has been addressed, the permits are properly approved, and all respective facilitators fully understand what is expected of the crews while working within the City right-of-way (hours of work and restoring the original landscaping back to its original condition).   |
| 2.2.8.4 | Coordinate with utility companies regarding City infrastructure projects including conducting quarterly utility coordination meetings.   | Even though we meet quarterly with all of the respective affected utility facilitators to discuss our ongoing/upcoming capital projects, we are conversing daily via all forms of communication available (phone, email, text) with all involved to keep the proverbial ball rolling continuously so that everyone is on the same page (a multitude of people are involved with respective relocation designs, so it is imperative that everyone is up to speed concerning the task at hand).  |
| 2.2.8.5 | Oversee utility work in the public right of way for compliance with City standards and regulations.  | Lowe converses daily with every respective utility facilitator pertaining to their approved work permit and what is expected from them (hours of work, possible lane closures, and landscaping restoration).   |
| 2.2.9   | EMERGENCY PREPAREDNESS   | UNDERSTANDING OF SCOPE   |
| 2.2.9.1 | Review, revise and implement policies and guidelines, and coordinate, operate and maintain the City's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices. | <p>Lowe recommends that preparedness plans (including policies and guidelines) should not only be created, reviewed, revised and implemented, but tested regularly. As stated in our response to 2.2.2.5, we propose multi-agency coordination exercises to evaluate new plans.</p> <p>Smaller exercises should be conducted annually between Public Works, Parks Maintenance and Lowe Traffic Services, preferably in advance of the summer thunderstorm/tornado season and the winter ice storm season.</p>  |
| 2.2.9.2 | Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.  | Lowe has extensive experience integrating and coordinating with police, fire departments and other emergency agencies. Our personnel have outstanding qualifications. For instance, Eli Veith has been trained on FEMA/ NIMS procedures and has achieved FEMA Incident Management System certifications 100, 200, 300, 400, 700, 701, 702, and 703. Dunwoody is responding to winter storms at a fraction of the costs reported by other jurisdictions.  |
| 2.2.9.3 | Assist the Police Department with chains or other traction devices (to the extent requested) in the event of a snow or ice storm, which may impair the traction of Police or other City vehicles.  | Lowe currently has on hand three Chevrolet Colorado trucks equipped with chains, aggressive treaded tires, tow straps, flashing lights, and shovels. These vehicles are available to assist in the event of any snow or ice storm event.   |
| 2.2.9.4 | Identify and perform other emergency preparedness responsibilities, as related to Public Works, where the firm reasonably anticipates needs, which are not specifically set forth above.   | <p>In addition to the proposed training events presented in 1.2.2.7, Lowe recommends the City continue to improve emergency response times on congested corridors through the installation of Glance Units or similar signal preemption equipment. Lowe has been part of the installation of these units at the following intersections:</p> <ul style="list-style-type: none"> <li>■ North Peachtree Road at Tilly Mill Road</li> <li>■ North Peachtree Road at Peeler Road</li> <li>■ Ashford Dunwoody Road at Ashford Gables Drive/Valley View Road</li> <li>■ Crown Pointe Parkway at Ridgeview Road/Olde Perimeter Way</li> </ul> <p>We managed the installation of flashing beacons that were installed for the Roberts Drive facility, which allows emergency personnel to activate the flashers before they approach the roadway, giving early warning to the traveling public that an emergency vehicle will be entering the roadway.</p> <p>Lowe will assist in maintaining Preparation and Contact Documentation, Incident Management Procedures the Development of Advanced Planned Detours and Special Events Planning.</p> |

# PARKS AND RECREATION

| 1.7.1   | GENERAL REQUIREMENTS  | UNDERSTANDING OF SCOPE   |
|---------|---|--|
| 1.7.1.1 | Provide services under the direction of the City Manager and/or Parks and Recreation Director or designee. The Parks and Recreation Director is a City employee.  | Lowe will continue to work with the City Manager and Parks and Recreation Director to ensure that the City meets its goals for Parks and Recreation services. We have an intimate understanding of the duties and functions expected and will work diligently to fulfill the City's goals.   |
| 1.7.1.2 | Provide a minimum of two operations staff over maintenance and enhancements of the park facilities and a minimum of two recreation staff over recreation programs and facility rentals. approved by the City, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved staff without written approval of the City, which approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments. | Gabe Neps and AJ Beck-DeBlasi are currently acting as operations staff over maintenance and enhancements to park facilities. Rachel Waldron and Kate Borden manage recreation programs and facility rentals. These staff are highly experienced in meeting the City's needs and should be retained in these roles. This will ensure a no-risk solution without jeopardizing future planning and management, which could easily occur during a transition to a different contractor with no prior knowledge base.   |
| 1.7.1.3 | Provide supervision of Contractor(s) staff providing Parks and Recreation Services to ensure that all contractual requirements are performed effectively and efficiently. The City Parks and Recreation Director will provide day-to-day operational supervision for department staff.  | Gabe Neps has developed a list of vendors and contractors qualified to repair and maintain park facilities. He, along with AJ Beck-DeBlasi, directly coordinates the efforts of the contractors and oversees the work as it is being performed to ensure quality of labor meets high standards.  |
| 1.7.1.4 | Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week  | Jon Drysdale, PE will serve as the primary contact, available to the City on a 24-hour basis, seven days per week. For routine response actions, Lowe provides on-call staff available through the after-hours emergency phone system.   |
| 1.7.1.5 | Provide off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days a week.  | Lowe currently provides 24/7 off-hours emergency and support services for the Parks and Recreation Department. This service has worked well and will continue under the new contract. Additional measures will be made to provide time tracking and emergency response metrics for local police, 911, and staff purposes.  |
| 1.7.1.6 | Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for facility maintenance.   | Since the acquisition of parks in June of 2010, Lowe's primary focus has been to ensure recreational facilities are in good repair. This type of maintenance will continue to be a primary focus under a new contract. Increased focus on raising the bar of existing park infrastructure and facilities will be a goal. This will be accomplished with weekly punch lists for each park beyond day-to-day maintenance of grounds and facilities, along with strong communication with maintenance crews and partners. Lowe will work diligently to maintain the parks to a high standard and ensure that all equipment and facilities are compliant and safe. |
| 1.7.1.7 | Coordinate the development of bid specifications, proposal review and evaluation, and the award process.  | Lowe has developed or assisted in the development of all proposals and bid documents for the Parks and Recreation Department since its creation. We have coordinated with other departments to create proposal submittal review teams, and have presented recommendations for contract award to the City Council.  |
| 1.7.1.8 | Oversee the department budget and monitor expenditures.   | Lowe has prepared or assisted in the preparation of the Parks and Recreation Operating and Capital Budget since the Department's creation. We have diligently tracked expenditures to minimize cost overruns each fiscal year.   |

| 1.7.1    | GENERAL REQUIREMENTS   | UNDERSTANDING OF SCOPE   |
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| 1.7.1.9  | Review development of construction plans and ensures compliance with specifications.   | Since the acquisition of parks in 2010, Lowe has been instrumental in the look and feel of Dunwoody's parks. Our staff have worked closely with contracted design firms and have gathered community input to ensure that design and construction documents adhere to City expectations. We have diligently visited construction sites to verify that all work adheres to the design documents. Lowe will continue this under the new contract.   |
| 1.7.1.10 | Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.  | Gabe Neps has developed a list of vendors and contractors qualified to repair and maintain park facilities. Our operations staff directly coordinate with vendors and contractors and oversee work being done to ensure quality of labor meets high standards. Under the new contract, we will continue to oversee all contracted labor, evaluate their services, and look for cost savings by bidding these services.   |
| 1.7.1.11 | Verify and update all information provided or obtained from other sources.   | All records will be kept up to date by the Parks and Recreation staff and made accessible to City staff at any time. Any discrepancies will be communicated to the outside source for rectification.   |
| 1.7.1.12 | Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.   | Lowe will continue to work with the Director of Parks and Recreation, Public Works and Community Development to ensure all work is compliant with local, state and federal regulations.  |
| 1.7.1.13 | As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.  | Lowe will track and maintain all performance indicators the City has in place through monthly maintenance metrics including: work order generation and completion metrics by contractor, overall yearly maintenance goals and satisfaction, and customized productivity reports. All metrics will be aligned with the desires of the City and Parks and Recreation Director.   |
| 1.7.1.14 | Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.  | As the City's parks system grows and matures, Lowe will identify needs and address them with the Parks and Recreation Director, offering alternative solutions.  |
| 1.7.2    | PARKS MAINTENANCE  | UNDERSTANDING OF SCOPE   |
| 1.7.2.1  | Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities. Supervisory duties include, but not limited to prioritizing and assigning work; conducting performance evaluations of contracted staff as well as reviewing proposals for contract renewals; ensuring staff are adequately trained; and ensuring contracted staff are following City policies, procedures and guidelines. | <p>Since June 2016, Gabe Neps, the City's current Parks Operations Manager, has managed the contract for parks maintenance and right-of-way maintenance. He brings approximately 20 years of maintenance, project management, and property management to the City of Dunwoody.</p> <p>At the beginning of 2020, the City approved the position of Parks Operations Maintenance Coordinator. AJ Beck-DeBlasi was hired into this position, bringing with him eight years of construction management experience. As a Dunwoody native, AJ has an extensive knowledge of City parks and an exceptional understanding of the high level of public expectation for quality of service. Under Gabe's supervision, AJ currently works daily with a contracted maintenance staff and is in constant communication with them concerning maintenance needs and scheduling of projects. He works with many of the City's volunteer groups to coordinate supplies for small projects. AJ's years of experience as a project manager have made him a top-quality fit for the Parks and Recreation Department. He prioritizes attention to detail and the highest level of customer service. Gabe and AJ will continue these services under the new contract and will work with contractors to ensure the best value and premium service for the City.</p> |
| 1.7.2.2  | Oversee contracts responsible for the maintenance of City parks. This includes internal and external cleaning of all facilities daily, mulching, and playgrounds.  | Gabe Neps has been instrumental in the acquisition and oversight of new contracted parks maintenance services provider. He has worked to provide skilled trades contractors who provide a high level of service with the best cost value for the City. Together, Gabe and AJ have provided and implemented a maintenance schedule for cleaning and upkeep of all City parks and facilities. This includes restroom cleaning and disinfecting, daily trash removal, turf management, artificial turf maintenance, water feature maintenance, and monthly playground inspections. As the new facilities at Brook Run Park are completed, along with those at parks scheduled to open in the near future, the maintenance plan will be re-evaluated and improved where needed.  |



# PARKS AND RECREATION

| 1.7.2   | PARKS MAINTENANCE  | UNDERSTANDING OF SCOPE   |
|---------|--|--|
| 1.7.2.3 | <p>Ensure repairs are completed in a timely manner including, but not limited to:</p> <ul style="list-style-type: none"> <li>■ Painting over or removal of graffiti</li> <li>■ Mowing and trimming</li> <li>■ Applying top dressing, dragging, aerating and lining athletic fields</li> <li>■ Repairing or replacing broken windows</li> <li>■ Repairing or replacing damaged or missing park signs</li> <li>■ Repairing or replacing broken toilets and other bathroom facilities</li> <li>■ Removing debris</li> <li>■ Repairing or placing lighting in all recreational and park areas</li> <li>■ Removal of trees when necessary</li> </ul>  <p><i>Donaldson Banister Farm Pasture</i></p>  <p><i>Windwood Hollow Park, Restroom Addition</i></p> | <p>AJ Beck-DeBlasi conducts daily park inspections to identify potential safety issues and maintenance problems that need to be addressed. He also coordinates daily with the parks maintenance foreman so tasks listed in this section are rectified as quickly as that same day, and up to one week, for projects that may require more manpower or special equipment. Lowe staff will continue to provide this level of service under the new contract to ensure parks are clean, safe, and inviting for the public.</p> <p>Work order software will be further implemented and used to track completion of repairs, as well as guarantee timely responses.</p> <p>There will be an aim to continually improve on:</p> <ul style="list-style-type: none"> <li>■ Preventing graffiti and/or proper removal through paint or non-abrasive cleaners and chemical retardants.</li> <li>■ Mowing at off-peak times in a timely manner. This includes working with the City's user groups and the Parks Recreation Supervisor so programs and events are not impacted.</li> <li>■ Upgrading existing fields and turf spaces through aeration, overseeding, dethatching, effective but minimal fertilization, weed control, and top dressing to maintain beautiful, playable fields.</li> <li>■ Performing daily site visits to park properties to inspect all facilities for broken windows and other forms of vandalism, quickly replacing broken windows, removing glass shards, and reporting the vandalism to DPD.</li> <li>■ Working with City staff to update and add signs were needed, including repairing or replacing park signs to restore overall park feel and theme.</li> <li>■ Working with contractors to maintain a high level of service with regard to providing the public with clean and fully-functioning bathroom facilities.</li> <li>■ Conducting daily walk-throughs of all park spaces to remove and address debris.</li> <li>■ Properly addressing interior or exterior lighting issues throughout the parks, upgrading lighting to energy efficient options to lower billing costs where possible, and adding additional lighting where needed to create welcoming and safe areas for all visitors.</li> <li>■ Working with the City arborist and contractors to identify diseased trees and use proper procedures to ensure the health of our tree canopy, identifying safety issues and only removing when necessary.</li> </ul> |
| 1.7.2.4 | <p>Review, revise, develop, and recommend to the City Manager short, mid, and long range plans for capital improvements.</p>   | <p>Gabe Neps has been instrumental in working with the Director of Parks and Recreation Brent Walker on all capital projects since 2016. These total more than \$8.6 million in capital and FIPP grant projects. Working under the supervision of Brent, Gabe has been a part of reviewing and revising plans, as well as making recommendations for past, current, and future parks capital projects. Being a part of current and future project review has allowed Gabe to make recommendations on facilities that are low maintenance yet still high-quality. This, in turn, helps keep repair and maintenance costs as low as possible in the future while providing a high quality product standard. He is familiar with the City's purchasing policy and highly experienced in managing park improvement and capital projects.</p>   |
| 1.7.2.5 | <p>Conduct all activities necessary to identify, develop and prepare submissions for any federal, state, or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.</p>  | <p>Gabe Neps will continue to work closely with Brent Walker, the City's Director of Parks and Recreation in the research, development, and preparation of submissions for any federal, state, and local funding and available grant opportunities. He will work with the City's Procurement Manager, John Gates, to ensure proper fund oversight and all government regulations and requirements are followed.</p>  |

| 1.7.2   | PARKS MAINTENANCE   | UNDERSTANDING OF SCOPE  |
|---------|---|---|
| 1.7.2.6 | <p>Maintain all Parks and Recreational facilities as outlined in the above activities including:</p> <ul style="list-style-type: none"> <li>■ Dunwoody Park and Nature Center</li> <li>■ The Donaldson-Bannister Farm</li> <li>■ North DeKalb Cultural Center</li> <li>■ Windwood Hollow Park</li> <li>■ Brook Run Park</li> <li>■ Vernon Oaks Park</li> <li>■ Georgetown Park</li> <li>■ Pernoshal Park</li> <li>■ Dunwoody Trailway</li> <li>■ North Shallowford Annex</li> <li>■ Perimeter Center East Park Property</li> <li>■ Waterford Park Property</li> <li>■ Austin Elementary School Park Property</li> <li>■ Other recreational facilities acquired by the City during the term of the contract</li> </ul> | <p>Gabe Neps and AJ Beck-DeBlasi are intimately familiar with all park properties. Regular inspections and intimate knowledge of the properties enable them to make proactive decisions and help forecast issues in maintenance scheduling. Implementing strong preventative maintenance programs has helped keep emergency repairs and costs minimal. This also ensures there is minimal, if any, disruption in parks programs and events.</p> <p>Along with the preventative maintenance program, work orders and project tracking software will be vital to the maintenance and upkeep of the parks. Routine maintenance and diligent communication with skilled trades and parks maintenance staff will continue to raise the level of service and quality of the parks experience for Dunwoody citizens.</p>   |
| 1.7.2.7 | <p>Identify and perform other park maintenance responsibilities to ensure safety and cleanliness, where the firm reasonably anticipates needs, which are not specifically set forth above.</p>  <p><i>Brook Run Park Daffodil Project</i></p>   | <p>As the City Parks and Trailway system evolves, Gabe Neps and AJ Beck-DeBlasi will continue to identify maintenance needs and public safety concerns, addressing them with the Director of Parks and Recreation to consider possible solutions. They will further continue to provide a 24/7 response to the parks department, continued education in Parks and Recreation, and out-of-the-box thinking to maintaining a safe and clean environment for all who visit Dunwoody's parks.</p> <p>As part of the existing scope of work for the Parks Operations Manager and Coordinator, Gabe and AJ will further work with Director of Public Works Michael Smith to solve right-of-way maintenance issues, inspecting regularly maintained right-of-ways, preparing work orders, and coordinating with contractors to see that right-of-way areas are maintained properly.</p> <p>Gabe and AJ will also continue:</p> <ul style="list-style-type: none"> <li>■ Working with the city arborist and homeowners to identify and remove any dangerous tree conditions in the City's right-of-ways and easements.</li> <li>■ Working with Michael Smith on design and execution of landscape beautification projects for the public works and right-of-way departments.</li> <li>■ Working with the code enforcement department on issues in all of the City's right-of-ways.</li> <li>■ Working with Public Works' Stormwater Department for maintenance of all stormwater assets throughout every park, and helping with coordination of contractors for maintenance.</li> <li>■ Working with DPD on security and vandalism issues throughout the parks.</li> <li>■ Working with the City's IT Department on installation and ongoing maintenance of existing and future cameras and LPRs throughout all parks and Trailways.</li> </ul> |
| 1.7.2.8 | <p>Inspects parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly.</p>   | <p>Under the new contract, we will continue to do daily inspections of all park properties, ensuring cleanliness and safety. We will also continue to work with parks maintenance contracts, doing weekly walk-throughs of playground equipment, completing monthly checklists, and working with a third-party contract to provide an annual audit of all playgrounds. Use of work order software will be key in assigning projects and tasks, as well as making sure they are completed properly and within a reasonable amount of time.</p>   |
| 1.7.2.9 | <p>Oversee the maintenance of recreational fields such as applying top dressing, dragging, aerating, and lining fields.</p>   | <p>By working closely with the parks maintenance staff, and having years of experience in landscaping and grounds maintenance, Gabe Neps and AJ Beck-DeBlasi will ensure that all recreational turf fields will be properly maintained by applying top dressing, aerating, re-sodding, and over-seeding, as necessary.</p> <p>With the addition of the new artificial turf baseball fields and soon-to-be-complete multi-purpose fields at Brook Run Park, Gabe has been able to work directly with the manufacture and installation contractor to provide a highly effective maintenance program that ensures the City's investment will be maintained to the highest standard. Working closely with and maintaining a high-level of communication with DSB and the Chiefs' soccer programs will also aid in the quality of maintenance for these facilities.</p>  |

# PARKS AND RECREATION

| 1.7.2    | PARKS MAINTENANCE   | UNDERSTANDING OF SCOPE  |
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| 1.7.2.10 | Oversee the maintenance (including janitorial maintenance) in parks and community facilities.   | AJ Beck-DeBlasi will continue as Maintenance Operations Coordinator under the new contract and oversee all daily maintenance and janitorial services in the park facilities. He will coordinate daily with parks maintenance contractors to ensure that facilities are always clean and safe for the public.  |
| 1.7.2.11 | Oversee all repairs within parks and community facilities.  | By performing daily site visits and working closely with our community groups that use the facilities, we can identify issues quickly. From there, good communication and relationships with skilled trades contractors and vendors results in timely repair solutions. In 2017, Gabe Neps put out for contract a preferred vendor list that would provide skilled trades contractors with unit pricing for the Parks and Recreation Department. This contract ensured that pricing would not change for three years, thus providing a lower cost for repairs during the terms of the contract. By this method, and continuing to research new vendors and contractors, repairs in every park and its facilities can be made in an expedited manner.  |
| 1.7.3    | RECREATION  | UNDERSTANDING OF SCOPE  |
| 1.7.3.1  | Develop and/or maintain short, mid, and long-term plans for capital improvements and implement said plans, as directed.   | Lowe supports Brent Walker, Director of Parks and Recreation, in developing the City's Parks, Recreation and Open Space Master Plan, and has used this as a working document to develop short-, mid-, and long-range plans for capital projects. Since 2015, Brent Walker (supported by Lowe) has overseen the planning, procurement, and execution of more than \$15 million in capital funds for park improvements and new park construction. Dunwoody's parks have been developed with future design and construction in mind. Lowe has worked diligently to provide the City Manager with capital project goals that are realistic and attainable.  |
| 1.7.3.2  | Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.   | AJ Beck-DeBlasi conducts weekly park inspections to identify potential problems that need to be addressed. He coordinates daily with the Park's Maintenance Foreman so that tasks that may require more manpower or special equipment in this section are rectified in as little as 24 hours, and up to one week. Lowe will continue to provide this level of service under the new contract to ensure Dunwoody parks are clean, safe, and inviting. Work order software will be further implemented and used to track completion of repairs, as well as guarantee a timely response.   |
| 1.7.3.3  | Plan, recommend, implement, and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include, but are not limited to festivals, ceremonies, and 5Ks. | Rachel Waldron, Recreation Program Supervisor, and Kate Borden, Recreation Program Leader, administer all rentals and permitting for the City. They have permitted more than 697 rentals and special events since June 2015, using online rental software (est. June 2017) to expedite the process and reduce waste. Kate works with event organizers and the Community Development Special Events Coordinator to confirm their understanding of park rules and public safety, ensure events do not conflict with general park use by the public, and assist in facilitating those events.  |
| 1.7.3.4  | Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with any other City activities.   | Dunwoody's Parks and Recreation Department has an online rental calendar that is updated in real time to prevent event conflicts on City properties. The Community Development Special Events Coordinator coordinates all outside events with the online rental calendar, releasing a permit only after the Parks and Recreation Department has approved it. This practice will continue under the new contract.  |
| 1.7.3.5  | Coordinate preparation and cleanup for all recreational activities upon closure of events.  | Sanitation and cleanup are part of the standard protocol in event planning. Maintenance staff hours are adjusted to work the event so that bathrooms and grounds are kept orderly throughout the event. Rachel Waldron submits an event form to the contracted foreman requesting staff, hours, and supplies for each event. This practice will continue under the new contract.  |
| 1.7.3.6  | Administer all contracts with private instructors' programs.  | <p>Lowe added a Recreation Program Leader position in January 2020 to oversee the increase in program offerings for Dunwoody. Kate Borden has filled this role, having more than 11 years of experience in administering community classes with private instructors. The City's Parks and Recreation Department has grown its program offerings from 0 in 2017, to 10, starting in 2020. Each instructor agrees to a 75/25 fee split, meaning the city will collect 25% of all registration fees.</p> <p>The City also has contracts with Seinpi Inc., for the administration of Brook Run Park's skate park, Treetop Quest (a zip line and tree obstacle course), Dunwoody Senior Baseball, and Chiefs Futbol Club. Brent Walker, Director of Parks and Recreation, developed the scope of work and contracts for these vendors. These contracts generate approximately \$30,000 annually in revenue for the City.</p> |



| 1.7.3    | RECREATION  | UNDERSTANDING OF SCOPE  |
|----------|---|---|
| 1.7.3.7  | Coordinate the reservation and payments for all park rental facilities.   | Kate Borden oversees the online rental calendar and rental software, powered by CivicRec. All reservations are completed online, including payment and issuance of permits and receipts. Kate handles all rental phone calls, adjustments, and deposit refunds. This system allows for a completely paperless process, making reservation and rental activities efficient.  |
| 1.7.3.8  | Manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for the security of all revenues collected.       | <p>Revenue for the Parks and Recreation Department is primarily accrued through facility rentals and program revenue. Kate Borden, Recreation Program Leader, manages all facility rentals and instructor payments.</p> <p>Treetop Quest, the skate park, Dunwoody Senior Baseball, and Chiefs Futbol Club revenues are delivered to City Hall by the contracted company. A biannual audit of these funds is conducted by Director of Parks and Recreation Brent Walker in conjunction with the Finance Department to ensure that funds are correct.</p> <p>Brent Walker will continue to work with Finance to make certain monthly leases are paid by affiliated partners. He will renegotiate these leases at the appropriate time.</p> |
| 1.7.3.9  | Coordinate specified aspects of utilization of parks with emergency management procedures of local, state, and federal agencies.  | Under Lowe's proposed organizational structure, Parks and Recreation will have the benefit of full coordination with established Public Works' emergency management procedures and plans. Lowe will continue to review, revise, implement, and maintain the City's emergency preparedness program in accordance with law and local government practices. Lowe will integrate and coordinate operations with local, state and federal agencies.  |
| 1.7.3.10 | Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreation programs and special events.  | Rachel Waldron manages and implements all special events run by the City. The City now provides 25 events each year, plus offers assistance with community partners on annual events such as Lemonade Days and Food Truck Thursdays. She coordinates all pre-event planning, marketing, advertising, setup, maintenance, and clean-up. She is on-site during events to ensure they run smoothly. She, along with parks staff, will continue to ensure events are well-planned, safe, and enjoyable for park patrons under the new contract.   |
| 1.7.3.11 | Plan, implement, and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.   | Kate Borden works closely with Dunwoody Senior Baseball, Chiefs Futbol Club, local Dunwoody schools, and contracted instructors to manage the new athletic fields at Brook Run Park. She works closely with the Operations Maintenance team to schedule any maintenance or closures.  |
| 1.7.3.12 | Establish, operate, and oversee all aspects of emergency management procedures with local, state, and federal agencies to ensure safe recreational system.                                  | Brent Walker and the Lowe staff will continue to work with all local, state and federal agencies to ensure a safe recreational system. They will stay abreast of all state and federal laws pertaining to recreational activities. They work closely with the City's athletic association and Georgia Recreation & Parks Association (GRPA) to ensure they are following proper guidelines to prevent serious head injury during play.  |
| 1.7.3.13 | Maintain and update a programming and management plan for the continued operation of City resources, including but not limited to the Brook Run Skate Park and the North Shallowford Annex. | In 2011, Brent Walker – under the direction of the City Manager – opened the Brook Run Skate Park as a free-admission facility. He accomplished this by terminating the facility's management contract to reduce operating expenses. With the addition of the North Shallowford Annex in 2018, the Parks and Recreation Department has been able to expand program offerings and hold additional special events. These will continue to grow under the new contract.  |
| 1.7.3.14 | Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.                                    | As the City parks system grows and matures, Lowe staff will continue to identify other recreational service needs and address them with the City Manager to identify potential solutions. The first Dunwoody Parks and Recreation Guide was released in May of 2017, social media accounts were created in May of 2019 and, most recently, Lowe has provided the City with two additional positions, effective January 2020. These additions allow current staff to expand their scope of work and responsibilities, providing increased services for residents of Dunwoody. The staff also fulfills contract obligations of obtaining 80+ hours of training each year.   |

# UNDERSTANDING SCOPE OF WORK



*Dunwoody Trail*

**Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work for all section(s) being proposed. For example, item 2.1(f) of the general service deliverables mentions the use of key performance indicators. Here you would discuss your methodology for delivering on this requirement and/or provide examples of when you have performed similar services previously.**

As the Public Works and Parks and Recreation management firm since the City's inception in 2008, Lowe has developed all of the systems, processes and procedures for Public Works and Parks and Recreation, and has had a significant impact in forming the work culture of the City staff.

Lowe has a thorough understanding of the objectives, activities and deliverables requested by the City, and has much more that we want to accomplish for Dunwoody. Upon award of a new contract, top priorities will include:

## PAVING

- Continue to execute significant investment in the streets
- Reprioritize street paving details based on City Council guidance

## CAPITAL PROJECTS

- Continue to execute significant investment in the Public Works and Parks and Recreation capital programs
- Increase project delivery efficiency by reducing time wherever possible

## STORMWATER

- Execute and update the long-term stormwater capital improvement program
- Coordinate with the Capital Projects and the paving program

## TRANSPORTATION PLAN IMPLEMENTATION

- Continue to carry out the vision of making Dunwoody more bike and pedestrian-friendly
- Use staff experience with ARC and GDOT to program and secure additional project funding

## CUSTOMER SERVICE/PERFORMANCE MEASUREMENT

- Continue to improve performance in Public Works and Parks and Recreation operations
- Reduce response times to work requests

## PARKS AND RECREATION PROGRAMS

- Continue to increase the number of recreation programs offered to the citizens
- Continue to improve the quality of the recreation programs and facilities



## APPROACH & METHODOLOGY

**Describe your firm's approach and methodology to ensure delivery of high-quality services.**

In Dunwoody, Lowe has focused on three aspects of high-quality service: (1) providing qualified personnel, (2) instilling quality into processes, and (3) providing responsive service to the City and its citizens.

Lowe believes quality begins with attracting and retaining talented, conscientious professionals with a wide breadth of capability and experience. Our ability to provide highly qualified personnel has been demonstrated in the filling of several key positions under the current contract with Dunwoody. We have assigned some of our most experienced and qualified staff to the City – the majority of which are licensed professionals. By providing a seasoned and accomplished staff, we can deliver premium service with fewer people than traditional Public Works and Parks and Recreation operations.

We ensure that our staff stays abreast of industry trends and innovative ideas by investing in training and participating in professional organizations. Under our current contract, we have provided training in several technical and administrative areas such as Excel spreadsheet utilization.

Lowe will continue to invest in our employees as we move forward. Our staff will be required to participate in professional organizations that offer opportunities for sharing of information through professional journals, meetings, seminars, and training sessions. We plan to remain active in the following organizations:

- American Public Works Association
- American Society of Civil Engineers
- American Society of Highway Engineers
- Institute of Transportation Engineers
- Georgia Association of Floodplain Managers
- Southeastern Stormwater Association
- Georgia Recreation Professionals





Our focus on training and participation in professional organizations allows us to present the City with innovative ideas and approaches to public works and parks and recreation needs.

Lowe instills quality into the day-to-day operation of the Public Works and Parks and Recreation Departments in sometimes small but significant ways. Examples include:

- We have a peer review policy that requires all formal communication, such as technical reports and letters to citizens, be reviewed by more than one person before release.
- Lowe's professional experience includes construction monitoring and quality control. Our staff knows what it takes to ensure quality in construction and infrastructure improvements, and are actively engaged in every project.
- For larger projects that require full-time observation and specialty testing, we direct independent firms that specialize in construction quality control testing. When work is not completed in accordance with specifications, or to the satisfaction of the City, we require the work to be redone or deduct the cost of the work from the value of the contract.

Quality service requires responsiveness to the City and its citizens. The City expects privatized City services to provide a higher level of service than citizens are accustomed to receiving from traditional governments and we have been able to fulfill this expectation.

Our Dunwoody staff has set internal goals to respond to calls and emails within 12 hours. We have set target completion times for maintenance work orders with the maintenance subcontractor, and we make contact with concerned citizens a minimum of every 30 days for extended project work. Poor service is frustrating for citizens and elected officials – it detracts from civic pride and is bad for our business. Lowe is committed to ensuring delivery of high quality, responsive service.

## CITY STAFF COLLABORATION

**Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.**

Lowe will continue to focus on efficiency and cost savings in Public Works and Parks and Recreation operations. Just as we have been doing, we will evaluate opportunities for changes that increase efficiency and/or save costs. If these options appear satisfactory, we will recommend them to the Department Managers and the City Manager. For cases in which the improvements are within our managers' authority to implement, we will do so while coordinating as needed with the appropriate City staff.

Lowe evaluates efficiency and cost-saving improvements by staying informed about industry best practices and by critically assessing emerging technology and innovative practices. We stay abreast of innovations through our experience, communication with professional contacts in other agencies, and participation in professional organizations. Lowe has sent several members of the Municipal project staff to local, regional and national conferences where they were able to learn about new technologies and exchange ideas and practices with colleagues.



# COMMUNICATION WITH CITY OFFICIALS

**Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.**

As demonstrated over the last 12 years, Lowe Engineers is available 24 hours per day, seven days a week through our emergency phone system and staffing plan. All members of the Dunwoody staff are equipped with laptops and/or iPads and iPhones. Internal customer service is as important to our staff as service to the public.

Lowe is committed to fulfilling the requests of Department Managers, the City Manager and City staff in an expedited manner. Our staff hold regular meetings where we go over the status of action plans and review deadlines. As part of this contract, Lowe proposes to continue to utilize MS Project, project management and scheduling software, to enhance our ability to manage and track some of the larger infrastructure projects that are underway or anticipated to begin in the next few years.



Young Road

## TRANSITION

**Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract. The existing contract for these services expires at midnight on December 31, 2020.**

As we are currently providing management services, Lowe offers the advantage of not needing a transition period at the beginning of this contract. Our institutional knowledge and staff availability will result in an efficient continuation of services and no cost to the City for transition in our service areas. Lowe is also working with other current City service area providers and will continue to coordinate with them as we have done over the years. We will assist any new service area providers if they are added to the City team. We have worked with all potential firms in the past and anticipate no problems during any transition.

Lowe is fully committed to supporting a successful and orderly transition should the City elect to award this work to another contractor. Throughout the course of our contract, we have documented processes and procedures and have maintained records and other documentation to support any future transition. During the conversion period, we will work closely with the new contractor to transition records and other documentation to support an orderly process. We will develop a phase-out phase-in plan in detail to ensure all scope items continue to be serviced during any transitional period.



Carl Thomas, Lowe Stormwater  
Utility Manager, teaching students  
of City of Dunwoody

LOWE - PARKS and PUBLIC WORKS - 60



Mid-Block Crossing

## FACILITIES, EQUIPMENT & SUPPLIES

**Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.**

The equipment and supplies used for this contract are listed below.

- Drones to provide aerial imagery and mapping
- LIDAR devices to obtain scanning and mapping both aerial and ground-based
- Handheld GPS units
- AutoCAD and Microstation design software
- iPhones for all staff
- iPads for select staff
- Digital cameras
- Technical Library resources (e.g. AASHTO Design Guide, MUTCD, etc.)
- Trucks
- Hand tools and field equipment
- Resource tracking devices
- Stormwater pole cameras
- Surveying equipment

Lowe's corporate headquarters office is located approximately three miles and an eight-minute drive from Dunwoody City Hall. This office and its resources, such as color plotters and technical equipment, are available, if needed, by on-site Dunwoody staff.

## ENVIRONMENTAL SUSTAINABILITY GOALS

**Describe your firm's approach to support the City's environmental sustainability goals.**

Lowe works diligently to incorporate the City's sustainability goals into its Public Works and Parks and Recreation capital projects. In Dunwoody, we have carried out many activities that have a positive environmental impact including:

- Considering sustainability in procurement decisions
- Adhering to and enforcing the No Idling policy with vehicles and maintenance subcontractors
- Requiring recycled asphalt on paving projects and considering other lower impact resurfacing methods
- Implementing recycling in the parks
- Implementing a low-impact landscaping policy
- Engineering low-cost retrofits of bike lanes on resurfacing projects

BUILDING<sub>ON</sub>  
OUR SUCCESS





## FIRM BACKGROUND

**Include information on the Bidder's corporate organization (history, size, etc.), experience, and skills regarding the Bidder's record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work.**

Lowe Engineers (Lowe) is a Veteran-Owned Small Business (Vietnam Era) and Small Business Enterprise (SBE) providing stormwater management, municipal, civil engineering, program management, traffic engineering, transportation engineering, parks and recreation services, as well as surveying and mapping services for a wide variety of clients. Lowe is headquartered at 990 Hammond Drive, Suite 900, Atlanta, GA 30328, less than one-half mile from the City of Dunwoody. The firm was incorporated in Atlanta in 1957, and since that time has grown in size and expertise. Our professional and knowledgeable staff understands the needs and requirements of local governmental, state, and federal clients.

We provide comprehensive services, supporting all aspects of design, development, and construction processes, from conceptual planning and field surveys to design and specifications for construction. We also provide cost estimating and bid coordination services, project management, and construction supervision. Our expertise in the services we provide is a result of a targeted growth plan that integrates the technical superiority of equipment and staff with service excellence and ethical management standards. This has positioned Lowe as a forward-thinking industry leader at the forefront of technology, with skilled staff and integrated management systems.



*Dunwoody Brook Run Bridge to Pernoshal*



*Monte Lester, CM Utility - capturing aerial photos.*

Lowe now has a professional staff of over 150. Recent local municipal clients include the cities of: Alpharetta, Brookhaven, Canton, Chattahoochee Hills, Conyers, Dunwoody, Forest Park, Griffin, Johns Creek, Milton, Pine Lake, Roswell, Sandy Springs, Smyrna and Union City, along with the Counties of: Bartow, Clayton, Cobb, DeKalb, Douglas, Fulton, Gwinnett, Oconee, Paulding, and Rockdale. Repeat work has been awarded from all of these clients based on the quality of Lowe's work product, staff performance, and responsiveness.



*Lowe Engineers is one of only three firms that have experience in Georgia managing both a Public Works operation and a Parks and Recreation operation.*

**Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.**

While many of our competitors can demonstrate extensive experience working with local governments on specific projects or programs, to our knowledge, Lowe Engineers is one of only three firms that have experience in Georgia managing both a Public Works operation and a Parks and Recreation operation. Lowe is uniquely qualified, not only based on our experience in Sandy Springs, Milton, Johns Creek, and Brookhaven, but mainly because of our experience as part of the Dunwoody staff since the City's inception in 2008. Managers, engineers, and technical staff from our Municipal Engineering Group have served as part of your City staff for more than 12 years. Our staff's institutional knowledge and thorough understanding of the City's culture eliminates any learning curve and enables our staff to be continuously responsive and effective.

As Dunwoody's Public Works and Parks and Recreation staff, Lowe has made progress with improving operations and has achieved efficiencies and cost savings in many areas. Our Dunwoody team is backed by the full resources of Lowe, which provides access to a full range of civil, transportation and traffic engineering, water resource, surveying, planning, GIS, and construction-related capabilities. Tasks not specified in the RFP that might be needed are within the day-to-day operational capacity of Lowe.

Based on our municipal experience, Lowe has assembled a team of professionals specifically to meet the needs of the City. The team structure and number of staff members have varied based on City initiatives and priorities and we have adjusted accordingly. This includes designers, transportation planners, traffic engineers, construction managers, surveyors and stormwater engineers who have previously worked directly or indirectly for Dunwoody and/or other local governments. Our team is very experienced using standard government procedures and practices, including bidding and procurement policies, grant management procedures, special construction procedures and standards, emergency response procedures and government accounting practices. We are thoroughly familiar with the Plan Development Process (PDP) of GDOT, ARC rules, and EPD policies and procedures.





## Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.

Lowe provides the following examples of similar work.

- **City of Dunwoody Public Works Department:** Lowe's Municipal Group has provided an on-site team and off-site support team to staff and manage the Public Works Department for the City of Dunwoody since its formation in 2008.
- **City of Dunwoody Parks and Recreation Department:** Lowe's Municipal Group has provided an on-site team and off-site support team to staff and manage the Parks and Recreation Department for the City of Dunwoody since its formation in 2010.
- **City of Brookhaven Public Works Department:** Lowe's Municipal Group has provided an on-site team and off-site support team to staff and manage the Public Works Department for the City of Brookhaven since its formation in 2012.
- **City of Brookhaven Parks and Recreation Department:** Lowe's Municipal Group has provided an on-site team and off-site support team to staff and manage the start-up operations of the Parks and Recreation Department for the City of Brookhaven in 2013.
- **Cities of Sandy Springs, Tucker, Union City, Chamblee, Johns Creek, Chattahoochee Hills, and Milton:** Our Municipal Group has provided outsourced municipal services since 2005. In partnership with other firms and individually, Lowe has provided on-site management and engineering teams in the areas of public works, administration, community development, and transportation management. Lowe's responsibilities have included management of Capital Improvements Programs, preconstruction planning, procurement and coordination of subcontractors' work packages, site inspection, plan review, review and approval of development plans and studies, design and review of signal, intersection and pedestrian improvements, and property acquisition.
- **Perimeter Community Improvement Districts (PCIDs):** Lowe is providing Professional Engineering and Program Management Services under an on-call contract for various transportation infrastructure improvement projects. Services provided under this contract include: transportation design services, land surveying, traffic engineering, environmental and geotechnical services, land acquisition services, construction management and inspection services, and project administration.





**State whether the Bidder has any pending litigation, and state whether the firm has had any litigation in the last five (5) years and the outcome of such litigation.**

With regard to any litigation in the past five (5) years, involving the firm or proposed team member, there have been three matters. Number 1, a case was filed in Superior Court of Fulton County between Lowe Engineers and the Fulton Perimeter Community Improvement Districts (CID), with a Release and Settlement Agreement reached on December 13, 2017. The case is closed. Number 2, a case was filed in Superior Court of Fulton County between Lowe Engineers and Brown & Pipkins LLC, dba Acsential Construction, with a Mutual Dismissal dated May 22, 2019. Number 3, a case was filed between the City of Dunwoody and GS Construction, Inc. (GSC) involving the Mount Vernon Road project. The case was settled with a Release and Settlement Agreement dated January 3, 2020.

**Describe the “back office” attributes, capabilities, and resources that will support the staff positioned at the City’s premise(s).**

Lowe uses a combination of an on-site project team and a back-office team to provide services to the City (see Organizational Chart). The on-site project team includes all individuals named on the organization chart and they are based at City Hall or frequently provide services and task accomplishment within the City. The project team has full access to the back-office team capabilities, when needed. The back-office team is located at our headquarters, which is within 1/2 mile of the Dunwoody city limits.

The on-site project team provides overall management resources, plus general civil engineering, traffic engineering, stormwater engineering, construction management, parks management, and recreation programming. The back-office team has greater depth and specialized expertise in these areas, plus additional services, such as land planning, landscape architecture, grants acquisition, surveying, mapping, and GIS.





**The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.**

Lowe is a financially stable, privately held company that has shown consistent ability to weather ups and downs in the economy. We are in great financial standing with our financial institutions and creditors. Statements and audited overheads are available upon request.

Lowe Engineers, LLC gross revenues for fiscal years 2010 through 2019 are shown below.

| Year | Gross Revenues |
|------|----------------|
| 2010 | \$9.6 million  |
| 2011 | \$6.4 million  |
| 2012 | \$5.1 million  |
| 2013 | \$4.9 million  |
| 2014 | \$6.6 million  |
| 2015 | \$6.5 million  |
| 2016 | \$8.1 million  |
| 2017 | \$9.9 million  |
| 2018 | \$12.3 million |
| 2019 | \$17.5 million |



*All images on this page: Ballfields of Brook Run Park, City of Dunwoody*





*City of Dunwoody, Truck or Treat*

*Photo credit: City of Dunwoody*

**A listing of physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA. The list should include street address, purpose of the business, and summary of the staff at that facility.**

**Physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA.**

Headquarters Office Street Address:  
990 Hammond Drive, Suite 900  
Atlanta, GA 30328

**Purpose of the Business:**

Lowe Engineers (Lowe) is a Veteran-Owned Small Business (Vietnam Era) and Small Business Enterprise (SBE) providing municipal, civil engineering, surveying, stormwater management, program management, traffic engineering, transportation engineering, parks and recreation services as well as surveying and mapping services for a wide variety of clients from our headquarters in Atlanta, Georgia since 1957.

**Summary of Facility Staff:**

Lowe is led by six Partners, who are listed below with their functional roles. All of them are in our headquarters office and are authorized to make representations for Lowe.

- Jon Drysdale, PE – Managing Partner / Chief Financial Officer
- Bill Daniel, PLS, CP – Chief Operating Officer
- Richard Meehan, PE – Chief Engineer
- Sally Riker, F.SAME – Marketing/HR Director/Administration
- Sameer Patharkar, PE – Traffic Engineer
- Josh Daniel, PLS – Survey Manager

Working out of Lowe's headquarters office is a current staff of over 150 technical and support personnel, including:

- 24 Administrative Staff Members
- 34 Engineers
- 26 GIS Specialists
- 45 Land Surveyors
- 21+ Other designers, CADD operators, specialist technicians, etc.





Mount Vernon Road  
Intersection Grand Opening  
Photo credit: City of Dunwoody

A listing of ongoing similar contracts to this RFP that were in effect on January 1, 2020 in the Atlanta MSA. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.

| CONTRACTING ENTITY  | AREA OF CONTRACTUAL SERVICE   | PURPOSE & SUMMARY OF OPERATIONS  |
|---------------------|---|--|
| City of Brookhaven  | Municipal Services  | Provide as-needed public works services.   |
| City of Milton      | Stormwater and Plan Review Support                                      | Provide MS4 stormwater permit support and community development plan review assistance.                    |
| City of East Point  | Stormwater Support  | Provide as-needed stormwater support.  |
| City of Jones Creek | Stormwater Infrastructure Condition Assessment                          | Data collection to include stormwater condition and creation of overall stormwater GIS.                    |
| DeKalb County       | Stormwater Infrastructure Inspections                                   | Provide MS4 stormwater infrastructure inspection services.   |
| Perimeter CID       | Ashford Dunwoody Trail  | Design of a commuter trail in the vicinity of Perimeter Mall.  |
| City of Johns Creek | Buice Road Trail  | Design of a 10-foot-wide multi-use trail.  |
| City of Johns Creek | Abbotts Bridge Road   | Design of sound abatement structures along Abbots Mill Road.   |
| City of Johns Creek | Jones Bridge Road from Waters to Oak Landing                            | Design of roadway widening and public meeting participation.   |
| City of Johns Creek | Haynes Bridge Road Improvements   | Design and construction plans for 1.4 miles of road widening to a four-lane divided corridor.              |
| Gwinnett County DOT | Rosebud Road Improvements   | Design of a raised median, parallel parking, shoulders, drainage improvements, and a mid-block crossing.   |
| Gwinnett County DOT | South Puckett Road Improvements   | Design for widening of approximately 1,400 feet of roadway.  |
| Perimeter CID       | Lake Hearn Drive and Peachtree Dunwoody Road MARTA Station Connectivity | Implementation of many operational improvements.   |
| Cobb County DOT     | Sandtown Road Improvements  | Full operational and capacity analysis to identify improvements along the route and at five intersections. |
| Cobb County DOT     | Hickory Grove Sidewalks   | Design of pedestrian facilities along two arterials with intersection crossing analysis.                   |
| Douglas County      | Maxham Road Sidewalks   | Design of a sidewalk.  |
| GDOT                | SR 14 SPUR Improvements   | Engineering services for conversion of existing two-lane route to a multi-lane facility.                   |
| GDOT                | Lavista Road @ Briarcliff Road Improvements                             | Design improvements to the existing intersection of Lavista Road and Briarcliff Road.                      |
| GDOT                | SR 17 Improvements  | Design of three separate segments totaling 10.9 miles of a four-lane section of roadway.                   |
| SRTA                | Statewide CEI Services  | On-call construction engineering and inspection services across the State of Georgia.                      |

## STAFFING METHODOLOGY

**Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.**

Lowe is uniquely staffed to support the City in the Public Works and Parks and Recreation Departments. All of our proposed on-site personnel have been working at the City for at least a year and most have several years' experience at the City. Many of our back-office staff have been supporting the City since its formation in 2008. Our local based depth of experience allows us to provide uninterrupted, seamless support during times of vacation, sickness, FMLA or attrition. Lowe has demonstrated this depth several times over the years when new positions were needed or staff changes were desired.

In the event key personnel and/or staff members assigned to the City's contract should be unable, for whatever reason, to perform their duties for any period of time, Lowe first addresses such circumstances proactively by selecting key personnel and team members who have the workload capacity and resources they need to successfully perform in their assigned positions. We feel the more well-rounded the employee, the better the overall work product will be.

However, in the case of unforeseen circumstances, Lowe is prepared to fill an assignment seamlessly, be it for technical or managerial support. Project leaders will evaluate the need in such circumstances and quickly assign or reassign qualified personnel to meet project requirements.

We take pride in recruiting and hiring seasoned professionals, so we always have in-house expertise to assist in preventing potential workflow disruptions and surges. In this capacity, our back-office functions as a temporary bridge until a permanent solution is put in place.

## MUNICIPAL SERVICE EXPERIENCE

**Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.**

Lowe is one of the few firms that have demonstrated the ability to perform outstanding municipal services in a public-private-partnership environment. We have been part of private teams that have supported Dunwoody, Brookhaven, Sandy Springs, Milton, Johns Creek, Union City, and Chattahoochee Hills over the last 15 years. We have developed and demonstrated the ability to become part of the City, adopting the City's philosophies and goals as our own, and accomplish our services as a City stakeholder, not just a consultant. Our proposed staff has hundreds of years of experience in the delivery of municipal services, as required by this project, and is uniquely qualified based on our continuous service to the City.



*Tree Quest - Brook Run Park  
Photo credit: City of Dunwoody*





JON  
DRYSDALE, PE

MUNICIPAL SERVICES  
MANAGER



PROFESSIONAL BACKGROUND

Jon Drysdale has 44+ years of civil engineering experience directing, managing, and designing public works projects. His experience includes master plan development for multi-phased developments, military construction management and master plans, utilities/infrastructure development and maintenance activities, mapping, surveying, site planning and development, hydrology and hydraulics. Jon has a broad range of experience in planning, design, and analysis of utility systems, including storm, sanitary, water, electrical, gas, and communications.

ROLE FOR THE CITY OF DUNWOODY

Jon will be the liaison for the contract with the City for Lowe Engineers' performance on the Public Works and the Parks and Recreation service areas. He understands the unique role the City has created with its public-private partnerships, and the importance of consultants' conducting their work in a manner that respects the City pride of the residents, the corporate and commercial businesses, and visitors.

EDUCATION

|      |  |
|------|--|
| MBA  | Emory University, 1988   |
| MSCE | (Water Resources focus), Georgia Institute of Technology, 1981 |
| BSCE | University of Tennessee, 1974                                  |

AFFILIATIONS

- American Water Resource Association
- Urban & Regional Information Systems Association
- Society of American Military Engineers
- American Public Works Association-Georgia Chapter (APWA) #66537

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Municipal Services Manager for Lowe Engineers** – Provides direction and staffing support to the City of Dunwoody for the functional areas of Public Works & Parks and Recreation.
- **City of Milton, GA | Municipal Services Manager for Lowe Engineers** – Provides direction and staffing support to CH2M Hill and the City in general public works, including stormwater, since City start-up.
- **City of Johns Creek, GA | Municipal Services Manager for Lowe Engineers** – Provides direction and staffing support to CH2M Hill and the City in general public works for three years after City start-up.
- Jon supervises and directs the activities of Public Works Divisions including traffic services, stormwater, field services, transportation planning, and capital improvements. Major programs include sidewalks, pavement management, bridge maintenance, stormwater management, traffic management, intersection improvements, and capital construction.

“I have directed the Lowe Engineers team supporting Dunwoody since we were selected in Dec 2008. It is one of my very favorite projects!!”

ISHRI  
SANKAR, PE

CAPITAL PROJECTS  
MANAGER



“Ishri, my wife and I would like to thank you for your work on the Dunwoody sidewalk project. You have been able to put our concerns at ease and have continued to do exactly what you state [regarding] the entire process. Thank you for your resolutions and communication. This type of leadership from you and your company have helped us and others in our area with concerns and we just want to say thank you.

- Michael and Tori McGee, Dunwoody Residents  
November 2018

EDUCATION

BS Civil Engineering, Technology,  
Southern Polytechnic State University

AFFILIATIONS

Professional Engineer – GA No. 41023  
GDOT Plan Development Process Certification  
Level II GSWCC Design Professional  
Certification  
NASSCO Pipeline/Manhole Assessment  
Certification (PACP/MACP)

PROFESSIONAL BACKGROUND

Ishri Sankar specializes in transportation and stormwater infrastructure projects. He has worked his way up from junior engineer through lead engineer to his current role as a project manager. He is now a successful project manager and leader understanding project development from pre-concept to post-construction. This background and knowledge of roadway and storm drain projects helps him remain successful.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Stormwater Engineer, Stormwater Management Services** - Inventory and maintenance of the City’s 11,000 structures, 9,000 conveyances, 190 detention ponds and 130 miles of pipe in the system. Work has included guiding the City through 34 excavation replacements, 17 lining replacements, 11 detention pond rehabilitations, 49 video projects, 23 engineering studies, and 348 maintenance work orders.
- **Gwinnett County, GA | Senior Civil Engineer, Beaver Ruin System Analysis** - Update of the county database of structures and pipes to reflect field collected data for the Beaver Ruin Basin. The drainage area for each County-maintained structure was delineated for inclusion in a hydrologic and hydraulic model of the system.
- **Gwinnett County DWR, GA | Stormwater Engineer, Jackson Creek System Modeling** - System analysis/modeling of inlets within the Jackson Creek drainage basin. Using a combination of GIS and survey data, built a hydraulic model of existing conditions. Based on the County’s request, models were developed for 18” minimum, CIPP, and upgraded to current standards. Also, cost and easement shapes were developed for each model. Deliverables allowed the County to choose any given storm network within the model and generate a cost to upgrade the system.
- **Gwinnett County DWR, GA | Project Manager and Lead Engineer, International Blvd Drainage Improvement** - A closed system upgrade along International Boulevard. Citizens complained about severe localized flooding during minor storm events that would cause water to enter their buildings. The County asked for our firm to find the existing level of service and to design the network to meet the 100-year level of service. Our firm designed several alternates to meet the County’s needs and provided variation in concepts that included layout, pipe size, and outfall conditions. Ultimately, plans, models, and reports were completed.
- **Gwinnett County DWR, GA | Lead Stormwater Engineer, Stone Mountain Street Culvert Replacement** - Drainage project replacing an undersized culvert along Stone Mountain Street within the City of Lawrenceville. Completed hydraulic modeling to provide justification to obtain a no-rise certification. Worked with City through permitting process.

## TODD MEADOWS

CONSTRUCTION  
MANAGEMENT,  
PARKS & FACILITIES



“The citizens of Dunwoody are my immediate neighbors and friends. I have a great sense of pride and satisfaction serving them – helping to improve their roads, trails and public infrastructure. It’s a great place to work.”

### EDUCATION

|    |  |
|----|--|
| BS | Post-Graduate Studies and Squadron Officers<br>School, United States Air Force<br><br>Civil Engineering,<br>Clemson University |
|----|--|

### PROFESSIONAL BACKGROUND

Todd Meadows has considerable experience in construction project management and all phases of project development, from concept design to project delivery. He is an accomplished leader on a wide variety of municipal, corporate, and institutional projects, delivering exceptional customer satisfaction built on mutual trust, collaborative effort, understanding and ethical business practices.

### RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Senior Construction Project Manager (CPM), Public Works Capital Improvement Projects** - Supports the Public Works Director, as needed, in addressing resident inquiries, resolving complaints, scheduling and executing work. Oversees and directs construction management staff as we manage small to multi-million-dollar construction projects. Since 2016, our team has successfully completed nearly \$40 million in construction on more than 30 projects (smallest contract, \$7,706; largest contract, nearly \$6.6 million). Prepares, publishes, and manages bid package preparation for all capital construction projects. Ensures C-Level management is kept abreast of project schedule and financial status using monthly reports, bi-weekly schedule reviews, and PR news updates.
- **City of Dunwoody, GA | Senior CPM, Dunwoody ITS** - Lead project manager for \$1.3 million project that included more than 12 miles of fiber optic cable infrastructure, vehicle detection upgrades, signal cabinet replacement and installation of fourteen CCTVs. Upon completion, the City’s new Traffic Control Center (TCC) was fully operational. Managed documentation per GDOT and federal guidelines, and assisted with project audits.
- **ATMS, PCID and the Cities of Brookhaven, Dunwoody, and Sandy Springs, GA | Senior CPM** - Lead project manager for \$1.8 million project including more than 3 miles of fiber optic cable infrastructure, vehicle detection upgrades, signal cabinet replacement and installation of twenty-one CCTVs. Also, implemented intersection improvements at Peachtree-Dunwoody Road and Hammond Drive as well as installed flashing yellow arrow signals at multiple locations.
- **City of Dunwoody, GA | Senior CPM, Various Intersection Improvement Projects** - In 2019, completion of two (2) significant intersection improvement projects on Mount Vernon Road and Roberts Drive. Responsibilities included bid document preparation, consultation on schedule and quality control challenges, construction budget reporting and management, monthly reports, and final inspection reports and monitoring.
- **City of Dunwoody, GA | Senior CPM, Ballfields at Brook Run Park** - Assisted the Parks Director with design phase oversight, generated and oversaw preparation of bid documents, assisted with final negotiations of the IDIQ contract with the general contractor, conducted bi-weekly meetings with the contractor and stake-holders, generated weekly reports, negotiated and managed change order and owner-furnished contracts (budget control), facilitated early delivery of the East Field in spite of record rainfall to allow winter league use, conducted final inspections and managed first-year warranty issues.



DAVID  
AYERS

CONSTRUCTION  
MANAGEMENT,  
PAVEMENT



“David, words alone cannot fully express our appreciation for the extra time and effort you took to make a difference in the life of [a] very special resident. You live out “A Better Dunwoody” and it is greatly noticed by our community. Thank you so very much for your TLC approach.

- Terry Nall, City Council Member (At Large)  
March 2019

EDUCATION

|    |  |
|----|--|
| BS | Mechanical Engineering<br>Southern College of Technology |
|----|--|

AFFILIATIONS & TRAINING

- Jackson County SPLOST Oversight Committee Member – March 2017 to Present
- Jackson County Planning Commission Vice Chairman – November 2016 to December 2019

PROFESSIONAL BACKGROUND

David Ayers has spent much of his career supporting public works projects on the state, county, and municipal levels, managing a range of small to multi-million-dollar projects including capital infrastructure improvements. He has provided pavement and construction management services for the City of Dunwoody, pavement management services for the City of Brookhaven, and served as Construction Project Manager for the Georgia Department of Transportation (GDOT).

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | CPM, Municipal Public Works Services and Pavement, Management Program** - Within the last three years, the high-volume corridors of Ashford Dunwoody Road, Chamblee Dunwoody Road, and Womack Road have received major asphalt rehabilitation treatment, and over 100 local and subdivision roadways have been resurfaced. Other major pavement work in Dunwoody under his supervision includes the oversight of 57,000 square yards of full-depth reclamation on 18 streets. Served as Project Manager for the Mt Vernon Road at Vermack Road intersection improvements, and managed paving for the Roberts Drive roadway improvements, as well as the Mt Vernon at North Peachtree Road pedestrian refuge island projects. Additional projects include work on the GDOT-funded PCID ATMS project along with the Dunwoody ITS project. Responsible, over the last three years, for over \$12.5 million in publicly funded projects for the City. Other responsibilities include support of traffic signal maintenance contractor, and roadway striping related activities.
- **City of Brookhaven, GA | Pavement Manager and Construction Management Coordinator, Municipal Works Services, Infrastructure Improvements** - Pavement management support and technical advisement to the City’s Public Works Department. Managed the milling and resurfacing of Clairmont Road from Dresden Road to Buford Highway. Lowe manages the maintenance and construction of city infrastructure, currently including over 120 miles of streets, over 53 miles of sidewalks, over 4,600 street signs, 51 traffic signals, and over 16,000 stormwater structures/pipes. The firm also maintains records of all work orders, sets the priorities, and monitors progress.
- **Athens, GA | Construction and Pavement Management Coordinator, SPLOST and Capital Infrastructure Projects, Athens-Clarke County Unified Government** - Coordinated funding, grant administration, and payment-related activities. Responsibilities included developing contract bid documents and specifications, as well as managing infrastructure projects including stormwater, intersection, pedestrian facility, bridge, and bike lane improvements.
- **Atlanta, GA | CPM, Multiple Roadway Projects, GDOT** - Responsible for all activities on assigned construction projects including all financial, public relations, project directives, supervision of employees, and day-to-day project operations. Management of two projects that won State of Georgia quality awards for projects being named Best in the State for New Construction and Resurfacing.



MONTE  
LESTER

CONSTRUCTION  
MANAGEMENT, UTILITY



“I wanted to take a moment to commend Monte Lester for his immediate ownership over the utility-related construction, genuine concern, great communication with us, and immense energy put into real solutions. Monte has consistently been a great team player with the Police Department and, in my opinion, deserves a lot of credit for the way he dealt with the aftermath of recent incidents.

- Oliver Fladrich, Dunwoody Police Department  
May 2019

EDUCATION

BS Sociology,  
West Virginia University

AFFILIATIONS & TRAINING

- GSWCC Level II Erosion Control Certification
- GSWCC Plan Review Erosion Control Certification
- GDOT Right-of-Way Acquisition Training
- GDOT Fundamentals of Traffic Engineering Training
- MS4 Training
- OSHA 30-HR Training
- Licensed Utility Foreman, State of GA
- Licensed UAS (Drone) Operator, FAA Registration

PROFESSIONAL BACKGROUND

Monte Lester possesses considerable experience with a specialty in roadway/highway construction. He also has a strong background in working on MS4, right-of-way acquisition, and other municipal public works projects. His responsibilities include being the point of contact for all communications between the City, contractor(s), design engineer, and materials testing company, along with adjacent property owners and other affected parties. His work further involves evaluation and negotiation of change orders, construction schedule review and monitoring, review and processing of contractor progress payments, completion of all construction administrative activities, including correspondence and document control, as well as documentation of design changes and coordination of as-built drawings. He also is the Utility Coordinator for the Public Works Department pertaining to daily utility work throughout the City and assists in utility coordination with the Capital Projects Manager concerning major utility relocation coordination for right-of-ways on roadway projects.

RELEVANT PROJECT EXPERIENCE

- City of Dunwoody, GA | Construction Manager / Utility Coordinator, Municipal Public Works Infrastructure Improvements** - Transportation and traffic projects include: Tilly Mill Road/North Peachtree Road intersection improvement; DSB Ballfields @ Brook Run Park; North Peachtree Road traffic calming device installations; PCID/Dunwoody P.W. Central Parkway sidewalk installation; PCID ATMS traffic signal upgrade improvement (Dunwoody/Brookhaven/Sandy Springs); Womack Road (and storm drain) @ GSU sidewalk installation; Dunwoody City Hall sidewalk enhancement; Happy Hollow/Dunwoody Club Drive ADA ramp accessibility improvement; Dunwoody ITS traffic signal upgrade improvement; I-285 off-ramp onto North Peachtree Road landscaping improvement; P.I.B. Access Road (Dunwoody City Limits) sidewalk installation; Coronation Drive traffic calming device installations; and Roberts Drive intersection improvement.  
  
Oversight of daily progression and proper constructability of all stormwater capital projects. Right-of-way utility responsibilities included, coordination with City Maintenance crews pertaining to daily repair issues, with Parks Manager pertaining to city maintenance issues concerning proper site distance. Further work includes overseeing daily utility work in the right-of-way to ensure restorative matters (or any other issues) are resolved in a timely manner, along with serving as a very reliable contact for all utility facilitators (including DWM) concerning emergency repairs.
- DeKalb & Rockdale Counties, GA | Construction Project Manager, GDOT, District 7, Area 1** - Ensuring compliance with all contract documents and GDOT standards and specifications. The point of contact for all communication between the contractor, design engineer, adjacent property owners, and other affected parties. Management of materials testing (certified via GDOT laboratory for concrete cylinders). Conducting preconstruction, utilities, and project meetings, as well as preparation of meeting agendas and minutes. Overseeing all construction administration tasks.

CARL THOMAS, CFM

STORMWATER UTILITY MANAGER



“Carl went above and beyond to respond to a concerned resident about a stormwater concern. She was as impressed as I was.”

- Jennifer Boettcher, Director of Communications  
City of Dunwoody  
February 2019

EDUCATION

|    |                                   |
|----|-----------------------------------|
| BS | Mathematics,<br>Morehouse College |
|----|-----------------------------------|

AFFILIATIONS & TRAINING

- Certified ASFPM Floodplain Manager
- GSWCC Level 1B Inspector
- GSWCC Level II Plan Reviewer
- Member - GA Association of Water Professionals Stormwater Training Advisory Group
- Member - Association of State Floodplain Managers
- Member - Nancy Creek Watershed Advisory Committee
- Member - Metro North GA Water Planning District Technical Coordinating Committee

PROFESSIONAL BACKGROUND

Carl Thomas has professional experience in various aspects of watershed management, including NPDES, FEMA, MNGWPD permits, plans, and reports. His background includes interpreting and formulating statistical and financial data from citizen requests, illicit discharge inspections, asset management inspections, and stormwater projects to develop watershed management plans that meet the needs of municipalities. He is also very familiar with regulatory procedures and permitting.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Stormwater Utility Manager, Public Works Department** - Manage City’s NPDES Phase II Stormwater Management Program (SWMP) and Metro North Georgia Water Planning District (MNGWPD) Watershed Management Plan. Track status of federal, state, and local regulations to ensure compliance. Manage design, permitting, construction, inspection and maintenance of stormwater BMP projects. Develop standard operating procedures, plans, and ordinances relating to water quality improvement and flood mitigation. Manage stormwater utility annual budget and emergency reserve fund. Assist in development of education/outreach programs to increase public awareness of stormwater program. Respond to citizen requests, perform structural inspections and coordinate with Community Development, Code Enforcement, and other local agencies to identify and eliminate illicit discharges. Manage consultant teams responsible for easement acquisition, annual inventory inspections, water quality sampling, and stormwater maintenance projects. Establish partnerships with neighboring municipalities and committees to develop regional watershed improvement policies, model ordinances, and hazard mitigation plans.
- **Henry County, GA | Assistant Director / Operations Manager, Stormwater Management** - Supervised preparation, revision, and approval of SWMP and annual reports. Developed procedures, databases, and reports to formulate statistical data utilized to measure effectiveness of stormwater asset inspections and maintenance program. Assisted engineering staff with planning, design and construction of stormwater management projects. Coordinated with FEMA and Insurance Service Offices (ISO) to manage county-wide floodplain management program. Reviewed development projects to ensure compliance with stormwater and floodplain management ordinances. Prepared reports, created outreach material, and presented to HOAs, real estate professionals, and county administration on various aspects of watershed management.
- **Johns Creek, GA | Database Manager / Cost Analysis, Johns Creek Stormwater System Assessment** - Developed the Stormwater Cost Assessment Database (SCAD) to determine the net worth, in 2020 dollars, of the citywide stormwater system. Evaluated the structural dimensions, material, depth, and impervious cover of approximately 245 linear miles of pipe and 22 vertical miles of manholes, as well as calculating capital expenditures for over 31,000 assets. Used data generated from SCAD to create a 10-year operation and maintenance plan organized by watershed, ownership, structural condition and debris buildup, for assets where repair or replacement is recommended.

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GREG  
WILSON, PE

SENIOR STORMWATER  
ENGINEER



PROFESSIONAL BACKGROUND

Greg Wilson’s extensive and diverse engineering management and design experience spans more than 38 years and includes oversight of a broad variety of infrastructure projects. His background encompasses stormwater, transportation, potable water, sanitary sewer, and facilities projects, as well as site planning, erosion control, and construction management in both the public and private sectors. His municipal experience includes serving as interim Director of Public Works and City Engineer for the City of Alpharetta, Georgia. His management duties have included departmental budgets, staffing, staff development, production, as well as proposals, contracts, invoicing and construction administration services for projects with construction budgets over \$500 million dollars. He has completed Certified Value Engineering Specialist training and performed over 40 formal VE studies for the US Army Corps of Engineers. He successfully assisted various private and municipal clients as an expert witness in court cases involving storm drainage and structural engineering issues. He has successfully completed many large and diverse projects throughout the United States, Mexico, the Caribbean, Europe, Asia, South America and North Africa.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Project Manager / Senior Stormwater Engineer. Public Works Department** - Provide engineering design support to the Stormwater Department for numerous construction and repair projects. Manage engineering consultants and contracts for design of stormwater and streambank stabilization projects, and provide quality control. Perform hydraulic and hydrologic analyses of stormwater piping systems, channels, and detention ponds. Interact with citizens to investigate and evaluate repairs to infrastructure, and generate work orders for contractors. Coordinate with Dekalb County, Georgia EPD, and the US Army Corps of Engineers to coordinate and manage permitting for City projects. Provide engineering design support for capital projects as needed during construction. Prepare bid documents and manage bidding, award, and construction for stormwater capital improvements. Provide engineering design for Public Works and Parks Department minor projects. Provide engineering support to Code Enforcement for violations related to stormwater, erosion control, and sanitary sewer.

“Greg, thank you again for your efficient and thorough attention to our concerns regarding our storm drain and sinkholes. I am so impressed with your work for the City of Dunwoody. I feel confident that this issue will be resolved in a timely manner with a full quality repair, versus just putting a Band-Aid on it.”

- Roxanne Locarnini, Dunwoody Resident  
August 2019

EDUCATION

BS Civil Engineering,  
University of Tennessee at Chattanooga

AFFILIATIONS & TRAINING

Professional Engineer – GA No. 18827,  
Tennessee No. 107289, Florida No. 80989,  
Texas No. 120997  
GSWCC Level II Erosion Control Certification –  
No. 69262, TNEPSC Level II No. 119580  
GDOT Plan Development Process Certification  
Georgia Association of Water Professionals  
Southeast Stormwater Association  
American Society of Civil Engineers



CODY  
DALLAS  
STORMWATER  
ENGINEER



“Thanks for sending Cody [Dallas] to take a look at the construction on Leeds Court. She is a delightful young lady with a good head on her shoulders. We have learned that we can always depend on you and your department to respond to a citizen’s request.”

- Pat and Jack Eubank  
April 2018

EDUCATION

BS Environmental Engineering,  
Georgia Institute of Technology

AFFILIATIONS & TRAINING

GSWCC Level 1A NPDES Fundamentals Blue Card  
OSHA Confined Space Training (No. 1289), 2016

PROFESSIONAL BACKGROUND

Cody Dallas has extensive experience in the operation of municipal stormwater utilities, Georgia MS4 permitting, annual report preparation, best management practice selection, as well as development of municipal stormwater management programs and regular evaluation of NPDES-related ordinances for regulatory compliance. She has also performed BMP feasibility evaluations, outfall identification based on experience with EPD interpretation, review of stormwater maintenance agreements (SWMA), follow-up activities with commercial property owners to ensure proper inspection and maintenance of stormwater structures, as well as follow-up dry weather screening. She has worked in these areas for several local governments.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Stormwater Utility Inspector, Stormwater Management Services** - Support and assistance for development and maintenance of the city’s stormwater utility and MS4 program. Responsibilities include EPD audit, inspection of right-of-way stormwater structures, and assistance with development of the City’s Extent of Service Policy.
- **City of East Point, GA | Stormwater Engineer, Stormwater Management Services** - Assistance with stormwater infrastructure inspection and inventory in support of MS4 permit activities. The project involves numerous spatial and attribute corrections, as well as completely mapping stormwater infrastructure and a Strahler stream network. To date, over 3,000 stormwater assets have been inspected and inventoried. Responsibilities include EPD audit, impaired waters sampling, source tracing of pollutants, and outfall inventory assessment.
- **City of Milton, GA | Stormwater Engineer, Stormwater Management Services** - Engineering services including MS4 program management, hydrology and stormwater plan review, oversight of land development inspection division, preliminary and final plat review, flood plain management, erosion and sediment control review, assistance with technical plan review and permit issuance, along with consultations on various other engineering-related issues across the city. Responsibilities include MS4 compliance assessment and support, along with annual report preparation, EPD correspondence, outfall inventory assessment, impaired waters sampling, analysis for suspected illicit discharges, as well as assistance with stormwater management
- **City of Griffin, GA | Stormwater Engineer, Stormwater Inventory and Infrastructure Assessment** - Inventory and assessment of approximately 7,000 underground conveyances utilizing the pole-mounted EnviroSight Quickview camera. A customized condition assessment rating system specific City needs was put in place and includes blockage, invert condition, presence of holes, presence of fractures, joint condition, and ovality. Responsibilities include stormwater inventory condition and pipe condition assessment, as well as risk assessment, along with cost projections.





**ELI**  
**VEITH, PE, PTOE**  
*TRAFFIC ENGINEER*



“It has been my honor to serve the citizens of Dunwoody since December of 2013. I am truly grateful for the opportunity I’ve had to build up the traffic signal communications from almost nothing when we started to a fully functional traffic control center that helps people every day. I am excited for the opportunity to continue working to improve all facets of transportation in the area.”

**EDUCATION**

|    |  |
|----|--|
| MS | Transportation Engineering,<br>Georgia Institute of Technology |
| BS | Civil Engineering<br>George Mason University                   |

**AFFILIATIONS & TRAINING**

Professional Engineer – GA No. 28481  
Professional Traffic Operations Engineer – GA No. 1725

**PROFESSIONAL BACKGROUND**

Eli Veith is an expert in maximizing traffic signal efficiency and applying the benefits of traffic control centers. Eli spent a decade serving as Traffic Signal Engineer for the City of Alpharetta. He has also performed engineering work on behalf of the Departments of Transportation in multiple states, many metro Atlanta cities and counties, as well as several local Community Improvement Districts. Eli has extensive experience applying the latest in traffic engineering technology, including ethernet equipment, remote VPNs, remote-controlled relays, and CCTV recording systems. He has two patents pending for traffic signal control equipment, and has over 25,000 hours of experience in retiming signals and managing them remotely.

**RELEVANT PROJECT EXPERIENCE**

- **City of Dunwoody, GA | Traffic Engineer, Citywide Signal Communications Network Expansion** - Expansion of current signal communications network via fiber optic devices installed along 6 roadway miles. The network enhances communication between Perimeter Traffic Operations Program (PTOP) signals and TMC for most traffic signals via communication upgrades to existing traffic signal cabinets and installation of fiber optic communications. ITS upgrades in project areas tie into the PTOPT and PCID systems to reduce delays and increase efficiency for the entire network.
- **City of Dunwoody, GA | Traffic Engineer, ITS Upgrades and System Expansion, Perimeter CID** - Expansion and upgrade of fiber optic systems to improve communications and CCTVs to traffic signals, as well as congestion monitoring and management. Included design and installation of new traffic control center with self-hosted Maxiview server and multiple screens, as well as installation of BlueTOAD speed monitoring and Sensys vehicle detection systems. Also involved in intersection improvements at Peachtree Dunwoody Road and Hammond Drive.
- **City of Alpharetta, GA | Traffic Engineer, ATMS System Upgrades** - Fiber optic communication and Sensys vehicle detection for central traffic signal control for two major corridors.
- **City of Chamblee, GA | Traffic Engineer, Prioritized Regionwide Signal Retiming Program** - Management of signal timing and traffic signal upgrades to 15 traffic signals.
- **City of Dunwoody, GA | Traffic Engineer, Prioritized Regionwide Signal Retiming Program** - Managed consultant performing signal timing maintenance on two roadways. Management of signal timing and traffic signal upgrades to 10 traffic signals.
- **City of Atlanta, GA | Traffic Engineer, Intersection Improvements** - An on-call contract through a joint venture to provide roadway, pedestrian, and traffic improvements. Projects have included task orders for signal improvements and modifications at 14 intersections, which include pedestrian upgrades and modifications.
- **City of Alpharetta, GA | Traffic Signal Engineer / Transportation Manager. Municipal Services** - Project included multiple traffic control center upgrades, addition of CCTV cameras, BlueTOAD travel time system, Sensys vehicle detection, and SCOOT adaptive traffic signal management system.

## DEBORAH WRIGHT

ADMINISTRATION  
SUPPORT TECHNICIAN



“It is with pleasure that I thank Deborah Wright and James Lamone for the time they effectively spent on an unusual problem for our City. I called to encourage investigation of a trash issue [and soon] found all of it had been removed.”

- Geraldine McCarley, Dunwoody Resident  
October 2019

### EDUCATION

Edgecombe Technical College  
East Carolina University

### PROFESSIONAL BACKGROUND

Debbie Wright possesses extensive administrative support experience, providing a variety of services for municipalities, including office organization and administration, expertise in records and database management, support of call center / CSR activities, financial support, the processing of work orders, invoices, and procurement applications, as well as superior customer service in working with staff and city residents.

### RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Administrative Support Technician, Public Works Department** - Administrative support for management team and associates. Management of grant funding for public works projects. Processing all public works, stormwater, and parks invoices through Concur/SAP. Reconciling procurement card purchases for public works team members. Updating and maintenance of GA811 and Cityworks applications for work orders and service requests. Management of SeeClickFix application for citizen input and resolution.
- **City of Winston Salem, NC | Senior Administrative Assistant and Financial Technician** - Administrative support for Utilities Director and management team. Point of contact for escalated utility issues. Timekeeper in Kronos for utilities administration and HR liaison for department. Recording for Secretary for City/County Utility Commission meetings and budget meetings, including preparation and editing of all agenda items into AgendaBook. Planning and oversight of the annual Yard Party for field crews (approximately 350 attendees). Reconciliation of procurement card purchases. All document processing (grievances, separation reports, accident/incident reports, etc.). Department representative for Arts Council and United Way campaigns.



GABE  
NEPS

PARKS AND RECREATION  
MANAGER



“I would like to thank the City, and Gabe Neps in particular, for managing the Brook Run Baseball Fields replacement project to completion. Well done!”

- John Crawford, Treasurer, Dunwoody Senior Baseball  
November 2019

EDUCATION

- Tulsa Welding School, Master Welding Program
- Sea School, Coast Guard 10-Ton Masters Course
- Sea School, Coast Guard-Approved STCW BST Class
- Sea School, Coast Guard-Approved Towing Endorsement Course
- Sea School, Coast Guard-Approved OUPV Course
- 2-Year Maintenance Management School (First Year Completed)

AFFILIATIONS

- National Recreation and Parks Association (NRPA)

PROFESSIONAL BACKGROUND

Gabe Neps has many years of field experience overseeing property management for government and private clients, in addition to project management, general construction, landscape irrigation, and field maintenance. He currently manages 35+ field staff and contractors.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Operations Manager, Parks and Recreation Department and Public Right-of-Ways** - Oversight of the maintenance of parks/fields, such as mowing, trimming, and related grounds maintenance, maintenance of recreational fields, such as synthetic turf maintenance with regard to applying top dressing, dragging, aerating, and lining fields, maintenance of community and department facilities; as well as oversight of contractors for electrical, carpentry, plumbing repairs, and other maintenance for department facilities. Related responsibilities involve development and adjustment of parks and field maintenance schedules and oversight of completion of these activities on site. Inspection of parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly. Project management responsibilities involve coordinating the development of bid specifications, proposal review and evaluation, and the award process, overseeing sections of the department budget for Parks, monitoring expenditures, reviewing development and construction plans, as well as ensuring compliance with specifications. Personnel oversight, including maintenance of a healthy and safe working environment, prioritizing and assigning work, conducting performance evaluations, ensuring staff are trained, ensuring employees follow policies and procedures, and making hiring, termination, and disciplinary recommendations. Other duties involve monitoring job sites for safety and cleanliness, responding to citizen and department concerns for park facilities and grounds, reviewing paperwork completed by lower level staff, advising staff on operations, and developing supplemental reports, while reporting on daily operations. Finally, maintaining communication with staff and the general public regarding park projects and repairs.
- **City of Dunwoody, GA | Operations Manager, Public Right-of-Ways** - Project management and coordination of the development of bid specifications, proposal review and evaluation, and the award process, overseeing sections of the department budget for Public Works, monitoring expenditures, reviewing development and construction plans, as well as ensuring compliance with specifications. Other duties involve monitoring job sites for safety and cleanliness, responding to citizen and department concerns for public works and public right-of-ways, reviewing paperwork completed by lower level staff, advising staff on operations, developing supplemental reports, and reporting on daily operations. Communication with staff and the general public regarding right-of-way projects. Current duties further include maintaining a healthy and safe working environment, prioritizing and assigning work, conducting performance evaluations, ensuring staff are trained, ensuring employees follow policies and procedures, and making hiring, termination, and disciplinary recommendations.

## RACHAEL WALDRON

RECREATION PROGRAM  
SUPERVISOR



“Ms. Waldron, thank you so much. You have been so helpful in this process. It’s been so refreshing to work with someone as helpful as you!”

- James Morrison, Kingsley Elementary School  
October 2019

### EDUCATION

BA Johnson Country Community College

### AFFILIATIONS

Editorial Committee, Georgia Recreation and Parks Association

### PROFESSIONAL BACKGROUND

Rachel Waldron possesses extensive experience providing administrative support activities similar to those she is currently performing with the City of Dunwoody. She has served as liaison between Public Works and the City Clerk for records retention processes, provided administrative support for the Public Works Director and staff, supported the Parks and Recreation Manager with facility rentals and special events, served as the point of contact for Public Works website changes, and supported the Operations Maintenance Manager with service requests and work orders. Her background further includes: maintenance of security systems for office building access cards, fire alarm monitoring, and telephone access; facilitation of new employee orientation; creation of user profiles; creation of go-to-market programs that aligned with channel strategy and drove profitable growth; building collateral to reflect revenue impact to products, brands, customers, or categories; development and capturing of key metrics for trade promotions and activities for trade partners; structuring result-driven recommendations to ensure trade initiatives generated increasing profits and revenue growth; planning, execution, and tracking of program spending, investment, and return on investment for trade partners; as well as managing enablement and strategy alignment between sales and marketing departments.

### RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Recreation Program Supervisor. Parks and Recreation Department** - Administration support that includes liaising between the Parks and Recreation Department and City Clerk for records retention processes, supporting the Parks and Recreation Director with all facility rentals and recreation activities, creating new athletic programming, alongside camps and City-hosted events, and liaising between the Parks and Recreation Department and Community Development Department on all special events. Manages Parks Department social media ads, campaigns, and daily posts, while working closely with Communications Department on press releases and paid print content. Point of contact for Parks and Recreation website changes, as well as assists in providing recommendations for preparation of the department budget.
- **Atlanta, GA | Executive Assistant / Operations Manager, Dorsey Alston Realtors** - Direct assistance to the Owner/President for professional and personal tasks. Lead contact for website development, launch, and post-launch evaluation with contracted website developers. Security systems maintenance at offices. Procurement of all agent listing materials. User profile creation in Microsoft Exchange, and IT support for all staff, as needed.
- **Atlanta, GA | Director of Administration, Hero Water, LLC** - Social media campaign leader on Facebook, Twitter, Pinterest, YouTube, and Instagram. Charity and community event administration. Planning and execution of all regional and national tradeshow events. Owner assistance with product sales during client meetings, store demonstrations, and tradeshows, alongside monthly and quarterly QuickBooks reporting to measure profits and losses.



## ALAN BECK DeBLASI

PARKS OPERATIONS  
COORDINATOR



“Having grown up in and lived in Dunwoody for 24 years, working for the City of Dunwoody Parks and Recreation Department has been a privilege and a dream come true. Mayor Lynn Deutsch and the Dunwoody City Council are enthusiastically supportive of the work we do, which makes coming to work each day very enjoyable. I look forward to continuing our work making the Parks and Recreation Department in the City of Dunwoody as great as it can be for all of the citizens in our city.”

### EDUCATION

University of North Georgia, 30 hours of coursework  
Dunwoody High School Diploma, College Preparatory Track

### PROFESSIONAL BACKGROUND

Alan Beck-DeBlasi has a great deal of experience in construction as a general contractor for both commercial and residential clients. His background further includes experience as a foreman for a landscape management company, as well as a residential pool construction contractor, where he managed multiple employees and work crews.

### RELEVANT PROJECT EXPERIENCE

- **Atlanta, GA | Senior Construction Associate, Level One Construction Company** - Conducted preconstruction meetings with customer to guarantee a thorough understanding of their expectations. Ensured all materials are properly accounted for and delivered to each job site. Prepared job site according to project schedule. Scoped out and provided explanation of required work for subcontractors. Managed additional site laborers and ensured a proper understanding of their required tasks. Maintained inventory levels for non-job-specific materials. Handled proper disposal of job site waste in accordance with state and local legal requirements. Kept all equipment and machinery in working order. Provided daily project status updates to management and communicated the need for any change orders. Communicated with customer regarding project scope and timeline updates. Guaranteed customer satisfaction throughout project and upon completion.
- **Atlanta, GA | Pricing Lead – Solid Surfaces, Trinity Surfaces** - Served as head of pricing for natural stone, countertop material, and tile (“solid surfaces”). Maintained working knowledge of all solid surfaces regarding product specifications, availability, and price. Managed relationships with multiple vendors and kept up-to-date catalogs of all products. Advised customers and sales representatives on products specific to their needs. Collaborated with sales representatives to determine pricing percentage. Calculated freight costs based on company shipping matrix. Worked with fabricators to determine pricing and lead time for special orders. Generated and sent final pricing quote to customers. Produced installation specification sheet for customers upon final order.

**KATE  
BORDEN***RECREATION PROGRAMS  
LEADER*

“Busy is the new happy” I love being able to add recreational programs to the city and watch it grow. Being busy is always a good thing in my eyes and it makes me happy to be able to serve the community through recreation.

**EDUCATION**

BS Recreation Administration,  
Georgia State University  
Middle Georgia College, 2 years of coursework

**AFFILIATIONS**

NAYS-certified, Youth Sports Administrator  
National Recreation and Parks Association (NRPA)  
Georgia Recreation and Parks Association (GRPA) Leadership I and II Programs

**PROFESSIONAL BACKGROUND**

Kate Borden possesses extensive management experience in the area of parks and recreation. Her background also includes coordination of special events, youth sports administration, revamping of a summer camp program for kids, and athletic program coordination. Kate's expertise further involves oversight of budgets, management of employees and volunteer groups, event and field scheduling, as well as teaching classes and oversight of instructional programs.

**RELEVANT PROJECT EXPERIENCE**

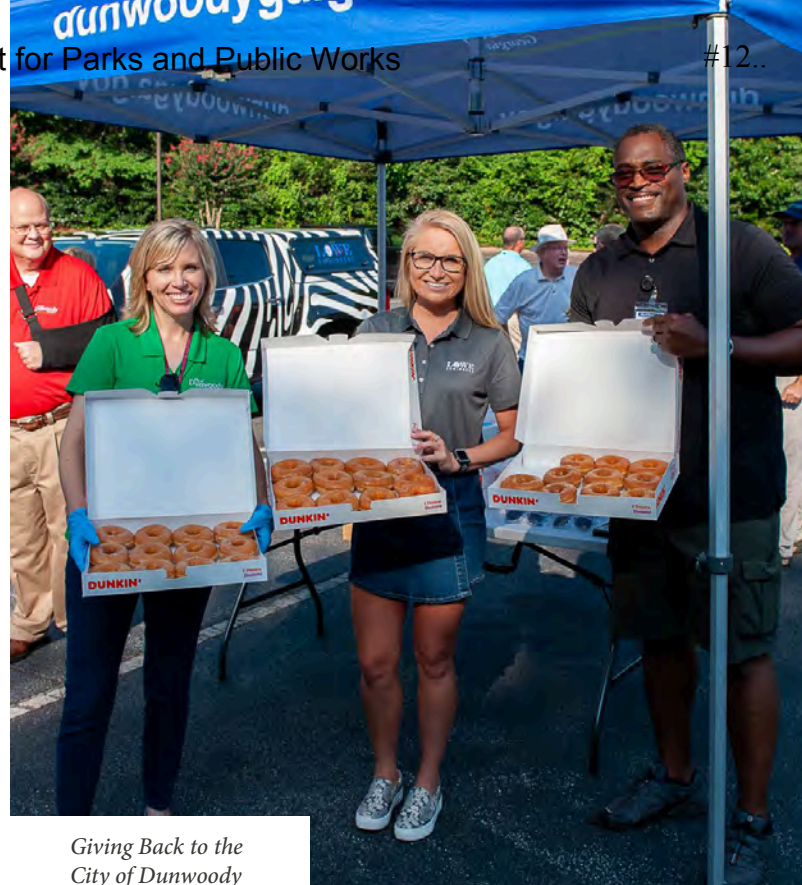
■ **Woodstock, GA | Recreation Coordinator, Cherokee Recreation & Parks Agency** - Planning, revamping, organization, and implementation of summer day camps with over 400 children each summer for over 11 years. Planned and implemented all special events and programs, such as Touch-a-Truck, Guns and Hoses 5K, and holiday programs, which are still active today. During tenure, the 5K grew from 7 runners to over 700. Served last two years as Athletic Coordinator, overseeing rentals and scheduling all youth sports fields for ten parks in the county. Oversaw 12 youth association groups. Oversaw all instructional programs and taught American Red Cross classes. Managed budgets, payroll, instructor hiring, evaluations, volunteers, etc. Assisted with therapeutic and senior citizen programs, as needed.

Served on the planning committee for the Senior Olympics and various parks development efforts in the county. Scheduled, registered participants, and managed payments as well as marketing programs. Collected invoices and money from each association after each season. Other activities involved helping to plan and implement the agency's Volunteer Banquet each year, which had 500-600 attendees. Brought the program called SporTykes to the Recreation Department for children ages 2-5, which taught the fundamentals of multiple sports. Revamped all school break camps and branched them from one location to several school locations. Managed a summer camp staff of 15-20 employees each summer. Managed the schedule for 15-25 youth associations who used the athletic fields, including field usage, lighting, budget, invoices, contracts, and agreements, etc.

■ **Woodstock, GA | Billing and Sales Coordinator, Preferred Office Network** - Managed monthly client invoicing and payment application of new and existing clients. Processed all payments and client retainer refunds. Oversaw all billing and invoicing of all clients. Processed checks. Billed and remitted to clients and members monthly. Built monthly revenue and expense reports. Oversaw the collections process and monitored the client aging report. Assisted with client proposals, client escalations, client outreach, and agreement management.



*Ashford Turn*



*Giving Back to the  
City of Dunwoody*

### **Describe the approach to ensure staff is adequately trained and up-to-date at the beginning of the contract, as well as your methodology for ensuring staff stays up-to-date throughout the term of the contract.**

Lowe ensures that our staff is adequately trained and up-to-date at the beginning of the contract, as well as stays up-to-date and abreast of industry trends by investing in training and participating in professional organizations throughout the term of the contract.

Under the current contract and over the past 12 years, Lowe personnel have attended risk management training and will continue to comply with OSHA and other laws and regulations regarding workplace safety and hazardous materials.

Lowe has developed a cross training and job sharing program that produces efficiencies in service delivery. We have successfully demonstrated the concept of job sharing on numerous outsourced service contracts by cross training certain members of the staff to perform multiple job functions. This approach allows us to reassign staff to different functions as the workload dictates.

As we proceed through the next contract Lowe will continue to invest in our employees by requiring to participate in professional organizations, continuing education, development of new skills, and integration of new technology. Most of our project team consists of registered professionals that have continuing education requirements to maintain an active registrations or certifications. We will prepare documentation annually that outlines our training plan for the prior and upcoming year.

Lowe will also continue to be adaptable, work with other departments, receive annual training to become aware of changes to regulations, changes to staff at regulating agencies. Lowe staff keeps up to date on changes to the latest checklists and project requirements. Our focus on training and participation in professional organizations will allow Lowe to continue to bring the City innovative ideas and approaches to your public works and parks and recreation needs.

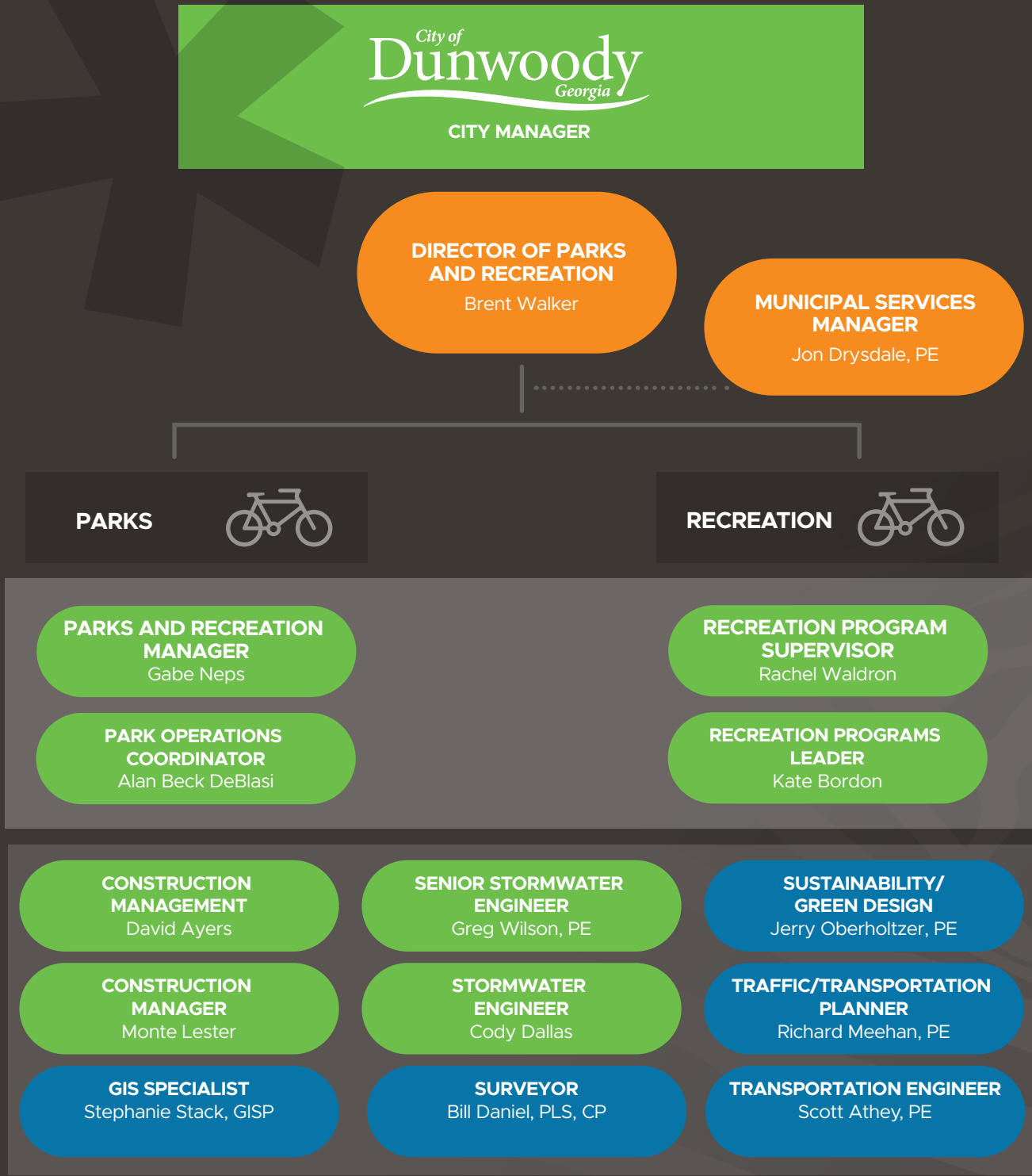




- Onsite Personnel
- Back Office Support

**PE** - Professional Engineer  
**CP** - Certified Photogrammetrist  
**PTOE** - Professional Traffic Operations Engineer  
**GISP** - Geographic Information Systems Professional  
**CFM** - Certified Floodplain Manager  
**PLS** - Professional Land Surveyor





- Onsite Personnel
- Back Office Support

PE - Professional Engineer  
CP - Certified Photogrammetrist  
PTOE - Professional Traffic Operations Engineer  
GISP - Geographic Information Systems Professional  
CFM - Certified Floodplain Manager  
PLS - Professional Land Surveyor

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OUR SUCCESS



**Submit three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency.**

## CITY OF JOHNS CREEK

### Project Location

Johns Creek, GA

### Project Dates

2015 – Present

### Project/Contract Value

Total Billed - \$2,157,093

### Reference

Neil Trust, CPP, GCPA, CPM, GCPM

Purchasing Manager

City of Johns Creek

11360 Lakefield Drive

Johns Creek, GA 30097

Phone: 678.512.3233

Fax: 678.512.5286

Email: [neil.trust@johnscreekga.gov](mailto:neil.trust@johnscreekga.gov)

Lowe Engineers has been serving the City of Johns Creek since the City was founded. As part of a public-private partnership team of three firms, Lowe provided public works services to the City from 2009 – 2011. Lowe has since been providing on-call roadway design, surveying, and CEI services since 2015.

Lowe has supported the Public Works and Community Development Departments with transportation planning and design services, as well as stormwater services and some CEI. Projects have included intersection improvements, road widenings, a new highway interchange, a sidewalk program, streetscaping, a traffic management and control system, in addition to stormwater maintenance.

Services provided include:

- Management of the cities' capital improvement programs
- Preconstruction planning
- Procurement and coordination of subcontractors' work packages
- Site inspections
- Plan reviews
- Review and approval of development plans and studies
- Design and review of signal, intersection, and pedestrian improvements
- Property acquisition



# CITY OF BROOKHAVEN

## Project Location

Brookhaven, GA

## Project Dates

2013 – 2020

## Project/Contract Value

Total Billed - \$3,514,708

## Reference

Christian Sigman

City Manager

City of Brookhaven

4362 Peachtree Road

Brookhaven, GA 30319

Phone: 404.637.0513

Fax: 404.637.0520

Email: christian.sigman@brookhavenga.gov

## Public Works

Lowe was selected in 2013 to be the City of Brookhaven's first service provider for Public Works under a public-private partnership. A core team of Lowe program and project managers, engineers and support staff work onsite from City offices to manage all engineering, design, planning, capital projects, public outreach, construction management, inspections, and maintenance work for public works operations. Lowe staff responds to the citizens 24 hour/7-days a week.

Under Lowe's program and project management are the annual maintenance and construction of infrastructure, including streets, sidewalks, street signs, traffic signals, and stormwater structures.

Lowe further maintains records of all work orders, sets work priorities, and monitors progress. The work order list is updated daily and the team meets with maintenance crews weekly to review work activities and convey expectations. Lowe has developed performance measures to establish expected completion

times based on assigned work order priority. We then review work with the contractor(s) to improve performance.

Projects have also included surveying, traffic engineering, streetscape design and construction, pedestrian and bikeway facility improvements, a traffic management and control system, road widenings, roadway and intersection improvements, as well as a new highway interchange.

Annual maintenance budgets currently under execution:

- Street maintenance
- Signal maintenance
- Stormwater/MS4 maintenance / reporting
- Pavement resurfacing program management
- General right-of-way maintenance
- Sidewalk/trail improvement program management
- Intersection/main corridor improvements
- Special projects (as funded)





# CITY OF BROOKHAVEN

## Parks and Recreation

Lowe was selected in 2013 to be the City of Brookhaven's first service provider for Parks and Recreation under a public-private partnership. A core team of Lowe program and project managers, engineers and support staff work onsite from City offices to assist in the start-up and maintenance of Parks and Recreation operations prior to the City hiring their own staff. Lowe staff was responsive to the citizens on a 24 hour/7-days a week.

In 2013, Lowe was asked to provide staff to the City of Brookhaven to transition the park properties within their borders from DeKalb County to the City. Lowe conducted a comprehensive review and assessment of the properties and initiated the transition plan with the County.

Based on the property assessment, a short-term work plan was developed to rehabilitate the grounds and facilities to improve the maintenance and facility upkeep. Lowe managed the bid process and vendor selection for the parks maintenance provider, pool maintenance and operations provider, and skilled trades providers.

Over the course of the first year, existing facilities were reopened to the public that had been closed for years, playground inspections and improvements were made and the general upkeep and maintenance of the park facilities was drastically improved. Lowe continued to provide support to the City's new Parks Director until the summer of 2014 to ensure a smooth transition of the Parks Operations. Once the new director was hired, Lowe provided input on long term facility improvements and program option.



## CITY OF DUNWOODY

### Project Location

Dunwoody, GA

### Project Dates

Jan. 2015 – Dec. 2020

### Project/Contract Value

\$1,099,769

### Reference

Brent Walker

Parks Director

City of Dunwoody

4800 Ashford Dunwoody Road

Dunwoody, GA 30338

Phone: 678.382.6700

Fax: 770.396.4828

Email: [brent.walker@dunwoodyga.gov](mailto:brent.walker@dunwoodyga.gov)

### Parks and Recreation Contract 3

Lowe was selected by the newly incorporated City of Dunwoody to be its first service provider for Parks and Recreation, and then reselected in 2011 and 2015 for a second and third contract. Lowe has managed all operations, programming, event management, design, planning, capital projects, construction management, inspection, and maintenance oversight as part of a public-private partnership. Lowe's core municipal team works onsite from City offices and consists of program and project management maintenance, as well as key administrative staff to support City officials.

Under this third contract, Lowe has successfully managed and completed parks and recreation projects that include new construction capital projects, a wide variety of work orders, planning, design, budgeting, scheduling, maintenance, construction management, and program and event management.

We recognized Dunwoody's distinctive differences and helped them create a Parks and Recreation Department that is responsive to its specific needs. Since its incorporation, the needs of Dunwoody have evolved and expanded. As a result, Lowe added two staff positions in January of 2020 for increased program and maintenance support.

Lowe provides 24-hour on-call personnel to handle parks and recreation-related emergencies. This function is essential to providing responsive services to citizens when they need it most.

Cityworks is used for asset and work order management.



*Storytime in the Garden*



*Dunwoody Nature Center*

# CITY OF DUNWOODY

## Project Location

Dunwoody, GA

## Project Dates

Jan. 2015 – Dec. 2020

## Project/Contract Value

\$5,254,996

## Reference

Michael Smith

Public Works Director

City of Dunwoody

4800 Ashford Dunwoody Road

Dunwoody, GA 30338

Phone: 678.382.6700

Fax: 770.396.4828

Email: michael.smith@dunwoodyga.gov

## Public Works Contract 3

Selected by the newly incorporated City of Dunwoody in 2008 to be its first service provider for Public Works, and then reselected in 2011 and 2015 for a second and third contract, Lowe has managed all operations, engineering, design, planning, capital projects, TE projects, construction management, inspection, and maintenance work as part of a public-private partnership. Lowe's core municipal team works onsite from City offices and consists of program and project management, engineering and technical, as well as key administrative staff to support City officials.

Under this third contract, Lowe has successfully managed and completed stormwater capital projects, various work orders, planning, design, plan review, budgeting, scheduling, maintenance, stormwater, traffic, transportation, pavement management, construction management, and surveying.

We recognized Dunwoody's distinctive differences and helped them create a Public Works Department that is responsive to their specific needs.

Lowe provides 24-hour on-call personnel to handle public works-related emergencies. This function is essential to providing responsive services to citizens when they need it most.

Cityworks is used for asset and work order management.

Services provided include:

- Management of Capital Improvement Program
- Preconstruction planning
- Procurement of subcontractor work packages
- Site inspection/plan review
- Master planning
- Public involvement
- Property acquisition
- Construction/design management
- Program execution for pavement management/bridge maintenance/intersection improvements
- Traffic studies/operations
- City Council budgeting/reporting



Marietta Drive Streambank Restoration



# PERIMETER COMMUNITY IMPROVEMENT DISTRICT (PCID)

## Project Location

Dunwoody, Sandy Springs, and  
Brookhaven, GA

## Project Dates

Mar. 2009 – Present

## Project/Contract Value

\$2,402,779

## Reference

John Gurbal  
Program Manager  
Perimeter CID  
1100 Abernathy Road NE  
500 NorthPark, Lobby Suite 15  
Sandy Springs, GA 30328  
Phone: 678.697.6063  
Fax: 770.390.1782  
Email: [jgurbal@perimetercid.org](mailto:jgurbal@perimetercid.org)

## Professional Engineering and Program Management Services

Lowe has had on-call contract and individual contracts to provide engineering and program management services for various transportation infrastructure improvement projects. Tasks under the on-call contract sometimes require design and/or evaluation of projects on short notice.

Services provided include transportation design services, land surveying, traffic engineering, environmental and geotechnical services, land acquisition services, construction management and inspection services, along with project administration. The contracts also included program management services where Lowe acts as an extension of PCID staff, assisting on an as-needed basis with project management and coordination, programming, scheduling, and related services.





## CLIENT SERVICES COMPARABLE IN SCOPE & SIZE

| CONTRACTING ENTITY  | AREA OF CONTRACTUAL SERVICE   | PURPOSE & SUMMARY OF OPERATIONS  | POINT OF CONTACT                   |
|---------------------|---|--|------------------------------------|
| City of Brookhaven  | Municipal Services  | Provide as-needed public works services.   | Christian Sigman<br>404.637.0460   |
| City of Milton      | Stormwater and Plan Review Support                                      | Provide MS4 stormwater permit support and community development plan review assistance.                    | Robert Drewry<br>678.242.2524      |
| City of East Point  | Stormwater Support  | Provide as-needed stormwater support.  | Reza Aral<br>404.270.7130          |
| City of Jones Creek | Stormwater Infrastructure Condition Assessment                          | Data collection to include stormwater condition and creation of overall stormwater GIS.                    | Neil Trust<br>678.512.3233         |
| DeKalb County       | Stormwater Infrastructure Inspections                                   | Provide MS4 stormwater infrastructure inspection services.   | Angel Jones<br>404.297.4464        |
| Perimeter CID       | Ashford Dunwoody Trail  | Design of a commuter trail in the vicinity of Perimeter Mall.  | John Gurbal<br>678.697.6063        |
| City of Johns Creek | Buice Road Trail  | Design of a 10-foot-wide multi-use trail.  | Chris Haggard<br>678.512.3253      |
| City of Johns Creek | Abbotts Bridge Road   | Design of sound abatement structures along Abbotts Mill Road.  | Chris Haggard<br>678.512.3253      |
| City of Johns Creek | Jones Bridge Road from Waters to Oak Landing                            | Design of roadway widening and public meeting participation.   | Chris Haggard<br>678.512.3253      |
| City of Johns Creek | Haynes Bridge Road Improvements   | Design and construction plans for 1.4 miles of road widening to a four-lane divided corridor.              | Chris Haggard<br>678.512.3253      |
| Gwinnett County DOT | Rosebud Road Improvements   | Design of a raised median, parallel parking, shoulders, drainage improvements, and a mid-block crossing.   | Tshaya Jackson<br>770.822.7400     |
| Gwinnett County DOT | South Puckett Road Improvements   | Design for widening of approximately 1,400 feet of roadway.  | Juan Almanza<br>770.822.7485       |
| Perimeter CID       | Lake Hearn Drive and Peachtree Dunwoody Road MARTA Station Connectivity | Implementation of many operational improvements.   | John Gurbal<br>678.697.6063        |
| Cobb County DOT     | Sandtown Road Improvements  | Full operational and capacity analysis to identify improvements along the route and at five intersections. | Ligia Florim<br>770.528.1667       |
| Cobb County DOT     | Hickory Grove Sidewalks   | Design of pedestrian facilities along two arterials with intersection crossing analysis.                   | Brian Loudermilk<br>770.528.4378   |
| Douglas County      | Maxham Road Sidewalks   | Design of a sidewalk.  | Miguel Valentin<br>770.920.4932    |
| GDOT                | SR 14 SPUR Improvements   | Engineering services for conversion of existing two-lane route to a multi-lane facility.                   | Cheryl Dempsey<br>404.631.1154     |
| GDOT                | Lavista Road @ Briarcliff Road Improvements                             | Design improvements to the existing intersection of Lavista Road and Briarcliff Road.                      | Lindsey Atnip<br>678.802.1101      |
| GDOT                | SR 17 Improvements  | Design of three separate segments totaling 10.9 miles of a four-lane section of roadway.                   | Kimberly Kimbrough<br>404.631.1528 |
| SRTA                | Statewide CEI Services  | On-call construction engineering and inspection services across the State of Georgia.                      | Annie Gillespie<br>404.463.8511    |

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OUR SUCCESS



**5. Proposal Form**

**Proposal Form  
City of Dunwoody, GA  
RFP 20-04 Municipal Government Services Procurement**

Company Name: Lowe Engineers, LLC

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder 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 Bidder, 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 Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 20-04 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-04 Municipal Government Services Procurement, 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 Bidder 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 Bidder 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 Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder 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 Bidder under section 6.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

Company Name: Lowe Engineers, LLC

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

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

Addendum No. / Date

1. [Addendum No. 1 / March 25, 2020](#)
2. [Addendum No. 2 / April 7, 2020](#)
3. [Addendum No. 3 / April 8, 2020](#)
- 4.
- 5.

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

Work, excluding transitional requirements, is to commence on or about January 1, 2021.

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

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

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

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be



compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

The Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

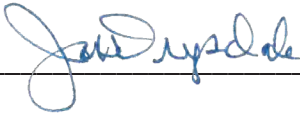
Legal Business Name Lowe Engineers, LLC

Federal Tax ID 582409024

Address 990 Hammond Drive, Suite 900, Atlanta, GA 30328

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

Will your company accept the City's procurement card for payments from the City? Yes

Representative Signature 

Printed Name Jon Drysdale, PE

Telephone Number 404.312.1843

Fax Number 770.857.8401

Email Address jon.drysdale@loweengineers.com

**Appendix B - Affidavit**  
**Verifying Status for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for Jon Drysdale, PE.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

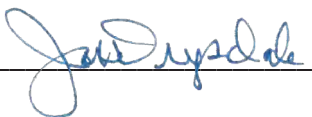
1) X I am a United States citizen

OR

2) X I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:      Date



April 13, 2020

Printed Name: Jon Drysdale, PE

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\* N/A

Alien Registration number for non-citizens

Notary Public

My Commission Expires:

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

## ARTICLES OF ORGANIZATION OF

### LOWE ENGINEERS, LLC

#### I.

The name of the limited liability company is LOWE ENGINEERS, LLC.

#### II.

Management of the limited liability company is vested in one or more managers whose names and addresses are as follows:

WILLIAM J. DANIEL, III  
4200 Northside Parkway  
Atlanta, Georgia 30327

This 3<sup>rd</sup> day of September, 1998.

  
\_\_\_\_\_  
C. SAM THOMAS, P.C., Organizer

SEP 3 12 01 PM '98  
SECRETARY OF STATE





BUILDING<sub>ON</sub>  
OUR SUCCESS



# ACCOLADES FROM DUNWOODY RESIDENTS

**Aly Allouba**

2/3/2020

Carl, thanks for your support. They cleaned up as promised.

**Ing Dye**

1/17/2019

Thank you personally for smoothing the uneven driveway yesterday evening. We all appreciate your kind efforts! Thank you!

**Paul Huth**

1/5/2019

Thanks to Mr. Thomas and the whole Dunwoody Department. You were out right away to look at the problem. Thanks for your quick response!

**Rich Braun**

7/3/2019

I AM IMPRESSED - THANK YOU. I logged in the comment-request-issue. Then 4 hours later it was remedied. I appreciate the quick response and good result. This speaks to the commitment and quality of the Dunwoody Public Works Department--the quality of the people working for our city.

**Bob Reid**

3/27/2019

I just wanted to let you know that your men did a great job cleaning out the culvert under Peeler near Olde Village Lane. Not only did they get the tree stump out, but they removed the concrete chunks which had blocked the trunk from going on through. This is work item 160626783 in the list. This will really help during heavy rains. Please pass the word on to the workers. Best to you and keep up the good work.

**Fred Neuschwanter**

8/16/2019

I usually send notes with problems or concerns but this time I'm sharing how impressive the

paving of Manhasset Drive is going. They actually repaired the road before paving, which was a concern. They addressed the issue and not just paved over the problem. Please share with whomever accolades for doing a professional job. Thank you.

**Jennifer Boettcher, Director of Communications, City of Dunwoody**

2/18/2019

Carl went above and beyond to respond to a concerned resident about a stormwater concern. As you can see below, she was as impressed as I was.

**John and Joan Weiss**

2/20/2019

Just a quick note to thank you again for the time you took yesterday reviewing the drainage and water issues involving our property (especially in yesterday's unpleasant wet conditions.) In addition, thank you for your continued and ongoing research into the matter.

**Terry Nall, City Council Member (At Large), City of Dunwoody**

3/3/2019

Thank you so very much for your TLC approach and extra time with our beloved Dunwoody resident Evan Woody. Words alone cannot fully express our appreciation for the extra time and effort you took to make a difference in the life of this very special resident. You live out "A Better Dunwoody" and it is greatly noticed by our community.

**Ray and Lou Cox**

8/9/2019

Dear Ishri, Thank you for your visit to our property today, for your full understanding of our concerns, your clear explanation of how each will be addressed and resolved, and for your assurance that you'll 'be here' if we need to call

upon you again. It was a pleasure to see you again. We both appreciate you and the courtesy and professionalism with which you always 'do business'.

**Wally Letson**

2/15/2019

Thank you. Appreciate your effort and prompt reply.

**Pam Tallmadge, City Council District 1**

6/11/2019

Thank you so much Carl, I really appreciate you taking the extra steps.

**D. S. Vogel**

8/9/2019

[The pedestrian push-to-cross button for the diagonal crosswalk issue] has been fixed and is working fantastic! Thank you.

**Rich Braun**

7/4/2019

I AM IMPRESSED – THANK YOU! I logged in the comment-request-issue. Then 4 hours later it was remedied. I appreciate the quick response and good result. This speaks to the commitment and the quality of the Dunwoody Public Works Department—the quality of the people working for our city. Thank you.

**John Stein**

12/23/2019

Just wanted to let you know that the [drainage] project at our house was completed, including a great landscaping job. Thank you for all your efforts in organizing and promoting the project.

**Laura Zuckman**

12/07/2019

Thank you so much for getting the roads paved and finishing the Mt. Vernon project. The traffic is so much better. The whole neighborhood appreciates your team's hard work! I also want to thank you for forwarding me the info for the

traffic calming study. I would love for you guys to come out and walk us through the specifics. You have been a great resource for me and my neighbors, and we very much appreciate your hard work and quick response to our comments and questions. You make it a real pleasure to work with the City of Dunwoody.

**Alan Mothner, Principal, Town Square Collaborative**

10/25/2019

Rachel is being modest by not SHOUTING what an amazing job she did last night. There were literally thousands of people there. Good band, diverse demographic, and all ages of attendees -- great community-based event. Congrats Rachel.

**James Morrison, Kingsley Elementary School**

10/28/2019

Ms. Waldron, thank you so much. You have been so helpful in this process. Since we do have a few teams, we would happily pay the field reservation fee because we hope to continue to have a good relationship with you and DSB, and would love to have more opportunities to play at these wonderful fields. Thank you again for all your help. It's been so refreshing to work with someone as helpful as you!

**Monica Munda**

10/25/2019

My family had an awesome time at Truck or Treat last night, thanks for a spectacular event!!

**Auden Grumet**

5/7/2019

Thanks a lot Carl. Appreciate you following up on this! Dunwoody folks are much more responsive than the county folks!

**Barbara Carson**

2/28/2019

Thank you so much for your quick response and sharing your expertise. Much appreciated.

**Annette and John Kramer**

8/19/2018

Thank you all for working so diligently trying to help us with these irrigation issues as we truly appreciate all your efforts!

**Barbara L. Cox**

3/20/2018

Debbie Wright in the Public Works Department was very helpful and a credit to the City of Dunwoody.

**Bill Norton**

8/13/2018

Thanks for the good communicating, Carl.

**Bob Barnaby**

10/24/2018

I just wanted to say thank you for your efforts in getting the crosswalk striping and pedestrian refuge area done. I had meant to email you on Monday but time got away from me. David Ayers called me on Monday so I have already given him a "thank you." Monday afternoon my wife and I twice safely navigated that intersection during rush hour traffic.

**Bob Wang**

12/10/2018

Thank you for coming out to check out the issue so quickly. We appreciate your help!

**Christine and Mark Buckis**

9/27/2018

Thank you, thank you so much! You are awesome! I appreciate not only the short-term, but also the long-term solution!

**Ed Owings**

12/6/2018

Thank you for all of your help. I am thankful to live in Dunwoody!

**Frank Self**

7/26/2018

Windhaven Court has recently been rebuilt., and it looks great. I met Mr. David Ayers and I told him how much I appreciate the great job that was done on the replacement of our street. I took the opportunity of speaking with some of your construction team. First, I was very much impressed with the team for the respect they showed for the homeowners property. They made an effort to make sure there was no trash left behind at the end of each workday. When I asked questions about the various stages of the construction, they were very polite and professional when answering my questions. I appreciate David Ayers, all the team members of the City of Dunwoody and Blount Construction.

**Gay Cash**

10/25/2018

I am writing to give Mr Ayers an "atta boy". . . He returned my call and said he had driven over to see for himself. I was skeptical that anything would or could be done to address my concerns, but within a week the rubble had been cleared away and today a crew came and added asphalt and changed the drainage angle at the corner to help alleviate the standing water problem. I am impressed. I never expected the city to be so responsive to my concerns. If the adjustment to the drainage angle in the street works, it will benefit all in our neighborhood who use Damon Court. Hopefully, due to Mr Ayers attention, we may have a safer street corner on which to travel through our neighborhood. He deserves recognition for his outstanding work as a representative of our city government and his commitment to doing well for Dunwoody's citizens. Thank you for your attention to this matter.

**Greer Pasmanick Mendel**

11/2/2018

When I first read an announcement of this project in the City of Dunwoody email communication, I immediately reached out to the contact person listed - you! You were extremely responsive and it was clear how much you cared



about this initiative and the positive impact it would mean for the area. You then, reached back out when there were updates to keep me informed. Your communication and dedication to this project were obvious. And I'm shocked at how quickly everything moved (they're already clearing trees!). Something that I thought might never happen is happening now thanks to you! Your contributions to the City of Dunwoody (and other municipalities in the area) are both meaningful and impactful, and I thank you again for helping to bring the gift of sidewalks to me and my family. My husband and I are so excited to soon be able to enjoy SAFE walks with our two-year-old and 8 month old in our double stroller!

**Hope Follmer, Vice President of Events,  
Dunwoody Preservation Trust**

4/30/2018

On behalf of The Dunwoody Preservation Trust, thank you so much for your efforts and that of your team for your assistance in producing our Lemonade Days festival this year. Gabe and the crew were so on it keeping the park looking great. And with all of the ballpark building items that needed to be taken away, it was a big chore to add to their current workload so please let all those who were involved know how much their efforts were appreciated. I love working with all of the guys and Keith always has my back ensuring that the front gate is blocked when it needs to be each day. I am kind of a stickler on the no motorized vehicles in the park one hour before the festival begins! Your efforts and those of your staff were a big part of the success of the festival and helping the DPT meet our fundraising goal . . . I look forward to working with you on Lemonade Days 2019.

**Jack DeVos**

5/22/2018

I just wanted to thank you all for the job you did helping to complete the retention pond in my side yard. It looks good.

**Jack Lane, President, Brooke Farm HOA**

6/15/2018

Thank you for your time yesterday. I appreciate you meeting with me. You take your time and have a very thoughtful approach. You really instill confidence that our issue will be addressed.

**Janet Bass**

10/23/2018

I really appreciate the time you have taken to address all of my concerns, and the thought you have given to them, as well.

**Joseph Bell**

7/11/2018

I want to express my sincere thanks for covering the big hole near the sewer and small holes near the water basin. Your crew did a great and professional job! Also, I want to thank the City of Dunwoody for identifying and assessing the problem area.

**JP Cartmill**

12/21/2018

Thanks Carl, I want to thank you for your professionalism and courtesy of quick responses.

**Kimberly Hunt**

8/26/2018

Yesterday, I returned home from vacation to find the curbing has been repaired. It was a wonderful surprise to come home to and it looks fantastic! Thank you to you and your team for all your hard work! It was always a pleasure to speak with you.

**Lisa Brown, Secretary, Wyntergate HOA Board of Directors**

5/17/2018

David - you are wonderful!! A great ambassador for the City of Dunwoody! I really appreciate the time you have taken to help me with this. I will follow up with you once I have quotes. Thank you again!

**Louis Malooley**

6/25/2018

Monte, wow! Completed today! So, I went down to look at it, all looks good. I'm not sure of your role, but it sure feels comfortably to have you as a contact. I am glad our city has you!

**Michael and Tori McGee**

11/1/2018

My wife and I would like to thank you for your work on the Dunwoody sidewalk project. When we heard the city was putting in a sidewalk, we were concerned [about] some possible issues that might arise. From the start, you have been able to put our concerns at ease and have continued to do exactly what you state [regarding] the entire process. We realize you have had some difficulties with unexpected situations on certain areas of the project, but thank you for your resolutions and communication during the beautification of not only our home but Dunwoody area as a whole. This type [of] leadership from you and your company have helped us and others in our area with concerns and we just want to say thank you. Thank you again for calming us during the process, answering our questions, and making our area change for the better.

**Robert Bick**

10/26/2018

Great information and thank you for taking the time to send it to me.

**Michael Cheek, Sergeant, Dunwoody Police Department**

10/11/2018

The roadway has been cleared. Kudos to Public Works for a quick response. Roadway was cleared and [the fallen] tree cleaned up within an hour of this email.

**Pam Tallmadge, City Council District 1**

11/29/2018

Thank you so much for this information - I really appreciate it Carl. FYI - I brag about our stormwater department all the time!!

**Alan Mothner, Executive Director, Dunwoody Nature Center**

5/15/2017

Just wanted to quickly say thanks for addressing the bathroom issues that we had last week and to put in a personal note for Gabe for going above and beyond in helping to correct things so quickly. The park was slammed all weekend with visitors and with this being our second consecutive week of 100 kid field trips each day. We really appreciate your expediting getting the bathrooms back in order.

**Barry Deutsch**

10/16/2017

Thank you for your extra effort today to help us at the Donaldson-Bannister property with the water issue. There have been many issues this year with putting on our annual event with the construction going on. You have had to be the bearer of bad news and the recipient of all complaints. I just wanted to drop a quick note to you about how much we do appreciate you and all you are doing to help us.

**Dolores Lauderdale, Co-Past President, Dunwoody Preservation Trust**

10/29/2017

Because of the efforts of Brent Walker and Gabe Neps, the wedding was not only successful but the areas of the property that would be used for the events were groomed. Every effort by Brent and Gabe was made to help the Bride and Groom have the event that they had so dreamed of having. There was the usual debris, fencing, stakes, piles of dirt, rocks, mud, etc. which is normal when a property is under construction. Hours were spent making the wedding and the reception areas safe, lovely and presentable so the events would be perfect. There was an article in the Crier about the wedding that told the story of the magic that existed with the bridal party plus 120 guests. Every person had a terrific time and enjoyed the beautiful City property, making great memories for everyone thanks to Brent, Gabe and the City of Dunwoody. I cannot thank each one of you enough for helping to make our promise come true for the "dream wedding."

**Hope Follmer, Vice President of Events,  
Dunwoody Preservation Trust**

5/14/2017

I can't thank you enough for the incredible job you and your staff did to secure Brook Run Park and help keep the areas of the park running smoothly during Dunwoody Preservation Trust's Lemonade Days 2017. Please let all those who were involved know how much their efforts were appreciated. . . . I look forward to working with you and your staff during Lemonade Days 2018.



# BUILDING<sub>ON</sub> OUR SUCCESS







**Request for Proposals - RFP 20-04**

**Municipal Government Services**

**Issue Date: March 16, 2020**

**Proposal Due Date: April 17, 2020**

**Request for Proposals (RFP) 20-04**  
**Municipal Government Services Procurement**

The City of Dunwoody (hereinafter called “the City”) welcomes sealed proposals for Purchasing RFP 20-04 Municipal Government Services Procurement. The City will consider service providers whose proposals meet the criteria established in the Request for Proposals. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors. **Work is to commence on or about January 1, 2021.**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked **“John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Government Services.”** Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, April 17, 2020**, at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

The City will hold a **Pre-Proposal Conference at 1 p.m. ET on Monday, March 30, 2020** at the City of Dunwoody, Dunwoody Hall, 4800 Ashford Dunwoody Road, First Floor, Dunwoody, GA 30338. The conference will include a review of the proposal documents and a question and answer session. Attendance at the Pre-Proposal Conference is strongly encouraged, but not required. Prior to the Pre-Proposal conference, the City will post a meeting agenda on the City’s website. The City expects Contractors to be familiar with the proposal requirements and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for Contractor questions.

**NOTE: At the time of the release of the RFP, the COVID-19 Pandemic was causing disruptions nationwide. We are assuming the above pre-proposal conference will become a virtual event. Please check with [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) for updated information.**

Contractors shall submit all questions regarding Purchasing RFP 20-04 via email only to [Purchasing@dunwoodyga.gov](mailto:Purchasing@dunwoodyga.gov) no later than Wednesday, April 1, 2020 at 2:00 pm EST. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City’s website.

Proposals should be clearly marked on the outside packaging with **“John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Governing Services”** and addressed as follows:

**John Gates, Purchasing Manager**

**Confidential – RFP 20-04**  
**Municipal Government Services**  
**City of Dunwoody**  
**4800 Ashford Dunwoody Rd, Second Floor**  
**Dunwoody, GA 30338**

Contractors may not withdraw their proposal for a period of one hundred and eighty (180) days after the time and date scheduled (or subsequently rescheduled) for proposal opening. The City's staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list firms that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may at its sole discretion, ask for formal presentations from all of the responsive and responsible Bidders, or only from those firms that are short-listed.

To support a non-biased evaluation of submitted proposals, **the City is requesting Bidders to submit their proposals in two (2) clearly labeled separate SEALED envelopes. The first envelope shall include the TECHNICAL proposal, containing one (1) printed and signed original, (6) printed copies, and one (1) electronic copy in searchable PDF. The second sealed envelope shall include the COST proposal, containing one (1) original printed copy signed by an authorized representative and one (1) electronic copy.**

The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement TECHNICAL Proposal.**

The cost proposal envelope should only contain the Bidder's cost proposal; the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement COST Proposal.**

All proposals may be subject to public inspection under Georgia law.

The City will score all technical proposals first and then evaluate cost proposals. Following the review of the technical proposals, the City will review Bidders' cost proposals and calculate the final score for each proposing Bidder. The City reserves the right to review only the cost proposals from the highest ranked vendors who demonstrated, in the City's option, the best ability to meet the needs of the City.

The City may negotiate with the highest-ranking vendor for each service area. Negotiations may take place in person or via telephone with the qualified firm(s) as identified by the City, or if short-listing occurs, the City may negotiate with some or all of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers; which shall include a contract signed by the Bidder. The City of Dunwoody requires pricing to remain firm for the duration of

the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

The Bidder awarded the Contract must provide proof of liability insurance, along with any other required insurance coverage and evidence of business or occupational license, as outlined in the RFP.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any Bidder, or to reject any or all proposals and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Award, if made, will be to the responsible and responsive Bidder submitting the proposal, deemed by the City, in its sole discretion, to be the most advantageous to the City, price and other factors considered.

**To ensure the proper and fair evaluation of proposals, the City prohibits any communication, except as expressly authorized herein regarding this solicitation initiated by a Bidder or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a final decision (vote) has been made with respect to the Contract award.**

A designated employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by Bidder regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338, or by e-mail to **Purchasing@dunwoodyga.gov**. **Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.**



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## **1. General Information**

### **1.1. Background**

The City of Dunwoody is an incorporated city (2008) on the north side of metro Atlanta with a 2010 census population of 46,267. It is a scenic community with many of the metro area's top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant amount of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family friendly and convenient location for businesses and visitors.

The City functions under the governance of a City Council and the management of a City Manager. The City provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private firms. From the initial incorporation, the City has operated as a public-private partnership (PPP), with the vast majority of City staff employed by private companies where the City has determined that the PPP model adds value, flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

### **1.2. Purpose of Procurement**

The existing municipal services contracts for Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Permitting and Inspections, Parks and Recreation and Public Relations/Marketing are set to expire on December 31, 2020. The purpose of this RFP is to enter into a public-private partnership with highly experienced service providers who have the capability and professional staffing resources required to provide high quality service and increased efficiencies of municipal operations. Firms shall provide service to the City for the period of four years, plus one additional year at the City's option.

The City is searching for the Contractor(s) that will be able to provide municipal services in the following service areas: Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Permitting and Inspections, and Parks and Recreation and Facilities Management. Bidders may respond to more than one service area. Staffing levels during the contract may be fluid and are expected to be provided by staff assigned to the City on a full-time basis, part-time basis, and back office support. Staffing levels rise and fall in conjunction with the workload. The RFP is to identify Contractors who can accomplish the scope of work in the most advantageous, and

perhaps creative, methods. The contract is NOT a staffing arrangement; nor does the current RFP merely mirror the existing staffing structure and scope of work for the current PPPs. Accordingly, head counts, existing staff evaluations, organization structures and costs may not be relevant to proposals for this RFP and should be considered only under this understanding.

The City seeks Contractor(s) to manage the delivery of municipal services in a responsive, economical, and efficient manner. Furthermore, the City expects that the Contractor(s) will identify any causes of inefficiencies or uneconomical practices, including inadequacies related to the types of policies and procedures within respective service areas. The City expects Contractors to continuously improve the services delivered to the City's residents by tracking key performance indicators and by providing ongoing professional development for contracted staff.

### 1.3. Term of Contract

The term of the contract for the delivery of municipal services in each service area will be from January 1, 2021 through the following forty-eight (48) succeeding months, plus another twelve (12) months at the City's election.

#### Anticipated Schedule of Events

|                                      |                                    |
|--------------------------------------|------------------------------------|
| RFP Issue Date                       | Monday, March 16, 2020             |
| Pre-Proposal Conference              | Monday, March 30, 2020 at 1 p.m.   |
| Last Day for Questions               | Wednesday, April 1, 2020 at 2 p.m. |
| Proposal Due Date                    | Friday, April 17, 2020 at 2 p.m.   |
| Written Proposal Evaluations         | Mon., April 20 – Fri., May 1, 2020 |
| Interviews for Short Listed Bidder's | Thur., May 7 – Wed., May 13, 2020  |
| Contract Award                       | Monday, June 1, 2020               |
| Executed Contract Commences          | Wednesday, January 1, 2021         |

**NOTE: At the time of the release of the RFP, the COVID-19 Pandemic was causing disruptions nationwide. We are assuming the above pre-proposal conference will become a virtual event. Please check with [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) for updated information.**

(Note: Dates are subject to change)

\* \* \* END OF GENERAL INFORMATION \* \* \*

## **1. Scope of Work**

### **1.1 Scope of Required Services**

For the purpose of this RFP, Contractor(s) will provide all municipal services for the City of Dunwoody; the City divided the service areas into eight (8) separate functions:

- 2.2 Public Works
- 2.3 Finance and Administrative Services
- 2.4 Planning and Zoning
- 2.5 Information Technology
- 2.6 Permitting and Inspections
- 2.7 Parks and Recreation
- 2.8 Facilities Management

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area, and the City will evaluate each Contractor's qualifications in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one Contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience and has the capacity to properly staff and manage the delivery of high quality services to our constituents.

For all work provided to the City of Dunwoody, the Contractor(s) shall meet the following general service delivery requirements:

- a) Provide services under the direction of the designated City Official. Such services shall encompass all those duties and functions reasonably and customarily associated with delivery of the required services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City ordinances, and laws of the United States and the State of Georgia.
- b) Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material and maintain all required Safety Data Sheets (SDA) forms on site at the City.
- c) Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's document retention schedules, as adopted and amended by City Council.
- d) Support the established culture throughout the City and community of Dunwoody.
- e) Promote information sharing and collaborative work between all City staff and Contractors.
- f) Identify, record and report relevant key performance indicators for contracted service areas. Contractor(s) shall submit monthly reports based on established key



performance indicators. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as, additional key performance indicators approved by the City Manager during the term of the contract. The contractor lead representative will also have a meeting every 60-90 days with representatives from the city management to discuss deficiencies in their operations.

- g) Develop, implement, maintain, and improve strategies to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staffing promptly as defined by the City for each position. In regards to this issue, staffing strategies are at the discretion of the Contractor. However, during the term of the Contract, the Contractor shall discuss with the City Manager and/or Department Head minimum qualifications and staffing requirements each time a position is to be filled. Traditionally, existing staff members have been retained when appropriate, for the new Contract. Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services.
- h) Staff shall not be reassigned from the City without written approval, which shall not be reasonably withheld. Furthermore, Contractors shall not approach staff regarding potential reassignments (internal or external) without prior discussion with the City Manager or designee.
- i) Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.
- j) Identify and apply for grants matching strategic goals of the City.
- k) Provide the City with employees that have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments (Please see Appendix C for the detailed list of City-owned software and hardware).
- l) Throughout the term of the contract, maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment(s) with the City.
- m) Prepare an annual document in collaboration with the City that outlines education and professional development provided to staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees. Such document shall include budget estimates to be paid from the education and training line item of the Contractor's burden factor.
- n) Throughout the term of the contract, research and implement operational improvements to increase efficiencies, improve service and reduce operating expenses.
- o) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.
- p) Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.
- q) Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.

- r) Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles. The City may utilize any vehicle described in section 7.5 (G) of the General Conditions when not in use by the Contractor.
- s) Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.
- t) Furnish and maintain for the benefit of the City all labor, supervision, and equipment not otherwise provided, which are necessary and proper for performing the services, duties, and responsibilities set forth and contemplated as necessary to maintain the required level of service.
- u) Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.
- v) Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are established by the City Manager and are subject to change throughout the term of the contract. Monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- w) Normal office hours of any individual contractor may not extend before 8 a.m. nor later than 5 p.m. without express written permission of the City Manager and must be reviewed and confirmed again in writing by each January 1<sup>st</sup> of the contract.
- x) All contracted staff who are considered a 1.0 full-time equivalent position by the Contractor and City must receive the same paid holidays as full-time city staff and should the City be closed for inclement weather will receive the same benefit as full-time employees (e.g. If the employees are paid for that day or partial day the contractor will be paid the same.)
- y) Proposals must have a plan for EEO training for all staff and management and supervisory training for all supervisors.
- z) Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- aa) Use only the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.
- bb) Prepare and provide to the City update reports submitted semi-annually and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific key performance indicators established for each service area.
- cc) Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.
- dd) Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.

- ee) Designate an employee responsible for the proper maintenance of all City records in accordance with the City's records retention policy including both archival and destruction.

In addition, the Contractor(s) shall provide the specific services described in the sections following:

## **1.2 Public Works**

The Department of Public Works is responsible for the management, development, safety, and maintenance of the City's roadways, parks, and stormwater systems. Its major functions include transportation planning, infrastructure maintenance management of the city's stormwater utility, emergency preparedness as it relates to public works functions, traffic engineering, and capital project management. The Public Works department is charged with providing high quality and responsive service to the residents and business owners of Dunwoody, including the on-call and maintenance staffs who strive to respond to citizen and community requests in a professional and timely manner. Currently, the Department maintains 150 centerline miles of roadway, and 65 linear miles of sidewalks, addressing issues such as:

- Repairing damaged curbs, gutters, catch basins, sidewalks and roadway paving
- Maintaining traffic lights and signs
- Maintaining rights-of-way by mowing grass and removing trash and debris
- Working closely with the regional, state, and federal agencies to assure that roads within Dunwoody are maintained and improved

### **1.2.1 General Requirements**

Contractors responding to the Public Works scope of work shall perform the following services:

- 1.2.1.1** Provide services under the direction of the City Manager and/or Public Works Director or designee. The Public Works Director is a City employee.
- 1.2.1.2** Provide a full-time, on-site Acting Public Works Director during periods of leave and vacancy with the existing Public Works Director position, approved by the City, with full responsibility to manage all Public Works, and Stormwater staff necessary to properly perform the services, duties, and responsibilities set forth.
- 1.2.1.3** Provide the City with a primary contact to act as a liaison between the City and the Contractor.
- 1.2.1.4** Provide the City with a primary contact to act as a liaison between the City and the appropriate person at outside agencies (e.g. DeKalb Department of Watershed Management).
- 1.2.1.5** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.2.1.6** Provide supervision of Contractor(s) staff providing Public Works Services



to ensure that all contractual requirements are performed effectively and efficiently. The City Public Works Director will provide day-to-day operational supervision for department staff.

- 1.2.1.7** Develop capital improvement plans for applicable Public Work service areas.
- 1.2.1.8** Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City.
- 1.2.1.9** Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards.
- 1.2.1.10** Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.
- 1.2.1.11** Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.
- 1.2.1.12** Maintain the inventory of all transportation related assets, which shall include, but not be limited to, traffic signals, street signs, streetlights, guard rails, sidewalks, roads, curbs, gutters, traffic calming devices, stormwater catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2021 in a manageable electronic database format.
- 1.2.1.13** Respond to public requests and complaints in a timely and professional manner and keep the appropriate logs and tracking records of the resolution of all such requests and complaints.
- 1.2.1.14** Attend City meetings to represent Public Works as required and directed by the City Manager and/or Public Works Director.
- 1.2.1.15** Track, maintain, and report on key performance indicators established by the City for Public Works in a timely manner.
- 1.2.1.16** Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.

## **1.2.2 Street Maintenance and Striping**

The Contractor shall provide the following services:

- 1.2.2.1** Manager City's contractor responsible for maintenance and repair of all City Streets, including but not limited to, pothole repair, paving and striping as directed by the City.
- 1.2.2.2** Oversee the City's pavement management program.

- 1.2.2.3** Oversee all maintenance work in compliance with current Georgia Department of Transportation (GDOT) specifications.
- 1.2.2.4** Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.
- 1.2.2.5** Conduct all activities necessary to maintain a first class roadway and bridge infrastructure system in accordance with national and state standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events.
- 1.2.2.6** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.2.7** Coordinate emergency responses, as they relate to Public Works, to all weather-related events.
- 1.2.2.8** Identify and perform other street maintenance and striping responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.2.3 Traffic Signals, Street Signs and Street Lights**

The Contractor shall provide the following services:

- 1.2.3.1** Provide traffic engineering services by staff holding sufficient expertise and experience to review and adjust signal timing, troubleshoot signals and review traffic plans.
- 1.2.3.2** Maintain the proper operation and ensure proper maintenance of all traffic signals, street signs and streetlights at all times within the City of Dunwoody.
- 1.2.3.3** Traffic signals shall be operational continuously and Contractor shall be responsible for coordinating emergency response to signal outages or malfunctions.
- 1.2.3.4** Coordinate the adjustment and/or alignment of signal heads for proper pedestrian and vehicular traffic.
- 1.2.3.5** Inspect signal timing and make adjustments as required. (The city will pay the labor and materials for a contract crew to repair signals and update signal timing plans. However, the City expects the Contractor to be able to identify whether a signal is malfunctioning, oversee required repairs and make minor timing adjustments.)
- 1.2.3.6** Oversee and manage the regular inspection and cleaning of traffic signal cabinets and equipment.
- 1.2.3.7** Oversee signal timing projects and equipment upgrades, and review

signal related elements of capital projects.

- 1.2.3.8** Monitor the City's traffic control city as needed to keep signal equipment and communications fully operational.
- 1.2.3.9** Respond to emergency traffic events and implement signal timing to mitigate traffic impacts.
- 1.2.3.10** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.3.11** Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.2.4 Sidewalks, Gutters and Related Street Areas**

The Contractor shall provide the following services:

- 1.2.4.1** Oversee the maintenance and construction of any new sidewalks and curbing to ensure completion in accordance with standards as directly by the City (e.g. GDOT as well as applicable AASHTO and ASTM standards).
- 1.2.4.2** Maintain first class sidewalks, gutters, and related street areas including, but not limited to, overseeing all necessary maintenance and cleaning of the same as directed by the City.
- 1.2.4.3** Oversee the maintenance of the City's Rights-of-Way (ROW), including landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.
- 1.2.4.4** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.4.5** Identify and perform other sidewalks, gutters, and related street area responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.2.5 Traffic and Transportation Engineering**

The Contractor shall provide the following services:

- 1.2.5.1** Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.
- 1.2.5.2** Review and revise the existing striping plan and the associated schedule and projected yearly costs.
- 1.2.5.3** Monitor the existing traffic signal system and create an annual schedule

for all required updates.

- 1.2.5.4** Maintain communications with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding.
- 1.2.5.5** Work with the community and the PCID to set public space standards for all Dunwoody commercial areas.
- 1.2.5.6** Continuously explore methods of improving traffic flow in a non-grid environment.
- 1.2.5.7** Review and if applicable, revise plans to provide appropriate infrastructure to enhance the traffic flow of pedestrians and cyclists.
- 1.2.5.8** Manage the city's traffic calming program using current best practices.
- 1.2.5.9** Utilize the latest GIS equipment and technology to review and update transportation infrastructure and pavement condition data.
- 1.2.5.10** Analyze, evaluate, and synthesize all the above transportation elements into the existing Comprehensive Transportation Plan as appropriate.
- 1.2.5.11** Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.2.6 Stormwater**

The Contractor shall provide the following services:

- 1.2.6.1** Provide a stormwater utility manager approved by the City, with full responsibility to manage and perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved manager without written approval from the City, such approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.
- 1.2.6.2** Provide ongoing engineering, design, and management of the maintenance of stormwater systems, as needed, to meet the needs of the City in accordance with all applicable standards and as directed by the City.
- 1.2.6.3** Review, update, and implement all necessary policies, protocols, rules, and regulations necessary to meet or exceed the City's stormwater

requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements and State of Georgia National Pollutant Discharge Elimination Standards (NPDES) permitting and compliance.

- 1.2.6.4** Prepare and submit stormwater management plans, permit updates and annual reports to the Georgia Environmental Protection Division and achieve compliance.
- 1.2.6.5** Integrate activities when applicable with Planning and Zoning and other departments as necessary. Review hydrology reports and stormwater management plans for development projects.
- 1.2.6.6** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.2.6.7** Identify, document and, if deemed applicable by the City, implement water conservation practices and methods.
- 1.2.6.8** Create, maintain, store, and retrieve available documents that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, local, state, and federal laws.
- 1.2.6.9** Prepare the parcel level data necessary to calculate the billing data for stormwater customers and communicate the calculations to the appropriate parties in a timely manner.
- 1.2.6.10** Conduct post construction stormwater enforcement as necessary.
- 1.2.6.11** Maintain and update the City's stormwater infrastructure GIS database.
- 1.2.6.12** Respond to citizen inquiries and process requests using the City's work management system.
- 1.2.6.13** Identify and perform other stormwater responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## **2.2.7 Capital Project Management**

### **2.2.7.1 Preconstruction**

- 2.2.7.1.1** Provide a Professional Engineer licensed in Georgia and all necessary support to coordinate all aspects of preconstruction for assigned capital projects included but not limited to:

- Prepare and review project budgets and schedules
- Design consultant selection
- Public involvement



- Communication with the public and city council
- Design review
- Utility coordination
- Rights-of-way acquisition
- Permitting
- Bid preparation

**2.2.7.1.2** Provide technical support for other public works initiatives as needed.

## **2.2.7.2 Construction**

**2.2.7.2.1** Provide construction project management plan for certain infrastructure and parks capital projects and to be the point of contact for all communications between the city, the contractor, design engineer, materials testing company, adjacent property owners and other affected parties.

**2.2.7.2.2** Ensure compliance with the contract documents and city standards and specifications

**2.2.7.2.3** Manage materials testing contracts.

**2.2.7.2.4** Conduct preconstruction and project meetings. Prepare meeting agendas and minutes.

**2.2.7.2.5** Maintain a daily presence on active construction sites. Monitor the contractor's progress and enforce all requirements of applicable codes, contract documents and city standards and specifications. Take photographs.

**2.2.7.2.6** Review and monitor the construction schedule.

**2.2.7.2.7** Review and process contractor progress payments for approval by Public Works Director.

**2.2.7.2.8** Perform all construction administrative activities including correspondence and document control.

**2.2.7.2.9** Coordinate all aspects of the departmental procurement process including, but not limited to review, comment and facilitate responses to requests for information, evaluate and negotiate change orders, prepare the scope of work for requests for qualifications, proposals and bids, conduct pre-proposal meetings, respond to questions and coordinate with the city purchasing manager, review proposals, bids and pay applications, and manage construction contracts, schedules and budgets for capital projects.

**2.2.7.2.10** Document changes to the design and coordinate as-built drawings.

- 2.2.7.2.11** Conduct technical reviews of construction documents.
- 2.2.7.2.12** Provide coordination and review of contractor's staging and detour plans.
- 2.2.7.2.13** Coordinate communications to the public with the city's public relations staff.
- 2.2.7.2.14** Provide final inspection services and project closeout activities.
- 2.2.7.2.15** Provide post-construction services as needed for project closeout and warranty issues.
- 2.2.7.2.16** Maintain production reports reflecting time and other costs dedicated to individual capital projects.

## **2.2.8 Utility Coordination**

- 2.2.8.1** Maintain contacts with all utility companies located within City right of way.
- 2.2.8.2** Notify utility contacts when citizen complaints are received by the city.
- 2.2.8.3** Review utility encroachment permits submitted for utility work in City right of way.
- 2.2.8.4** Coordinate with utility companies regarding City infrastructure projects including conducting quarterly utility coordination meetings.
- 2.2.8.5** Oversee utility work in the public right of way for compliance with City standards and regulations.

## **2.2.9 Emergency Preparedness**

As it relates to Public Works functions, the Contractor shall provide the following services:

- 2.2.9.1** Review, revise and implement policies and guidelines, and coordinate, operate and maintain the City's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.
- 2.2.9.2** Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.
- 2.2.9.3** Assist the Police Department with chains or other traction devices (to the extent requested) in the event of a snow or ice storm, which may impair the traction of Police or other City vehicles.
- 2.2.9.4** Identify and perform other emergency preparedness responsibilities, as

related to Public Works, where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3 Finance and Administrative Services**

The City of Dunwoody Finance and Administration Department is responsible for all financial operations, contract administration, administrative and facility services. Currently the City bills around 2,400 occupation and excise taxpayer businesses annually. The Department's mission is to provide all stakeholders in a transparent and efficient manner with professional, courteous, and reliable services that are timely and accurate.

The services provided by the Finance and Administration Department include:

- Administrative Assistance and Reception
- Accounting
- Budgeting Services
- Revenue Control
- Purchasing Services
- Risk Management

#### **1.3.1 General Requirements**

Contractors responding to the Finance and Administrative scope of work shall perform the following services:

- 1.3.1.1** Identify and perform Finance and Administrative assistance where the firm reasonably anticipates needs, which are not specifically set forth below.
- 1.3.1.2** Provide services under the direction of the City Manager and/or City Finance Director or designee. The Finance Director is a City employee.
- 1.3.1.3** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.3.1.4** Provide supervision of Contractor(s) staff providing Finance and Administrative Services to ensure that all contractual requirements are performed effectively and efficiently. The City Finance Director will provide day-to-day operational supervision for department staff.
- 1.3.1.5** Provide a full-time, on-site Acting Finance Director during periods of leave and vacancy with the existing position, approved by the City, with full responsibility to manage all Finance staff necessary to properly perform the services, duties, and responsibilities set forth
- 1.3.1.6** Provide additional staffing resources on an as needed basis to support the

City, such as during financial audits, website updates and special projects.

- 1.3.1.7** Provide employees that are proficient with the software utilized by the Finance and Administrative Department. This, at a minimum, includes the Microsoft Office Suite.
- 1.3.1.8** Adhere to all established internal controls and procedures.
- 1.3.1.9** Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management.
- 1.3.1.10** As it relates to Finance and General Administrative Services functions, track, maintain and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 1.3.1.11** Have included in their staffing a fulltime Certified Public Account or Certified Public Financial Officer at all times.

### **1.3.2 Administrative Assistance and Reception**

The Contractor shall provide the following services:

- 1.3.2.1** Provide dedicated clerical and administrative support for the office of the City Manager, as well as clerical and administrative support for elected officials and the City Finance Director.
- 1.3.2.2** Receive and screen visitors and telephone calls at the reception station to be staffed by the firm at all times during the City's business hours (currently 8 am – 5 pm except for holidays), providing first-tier responses to customer inquiries.
- 1.3.2.3** Coverage for the City's front desk reception area can use other full-time contracted staff to cover the desk for short breaks during the day; but for extended period of times, such as and including lunch hours, the desk should not be covered using contracted staff dedicated to full time equivalent positions in other areas. Exceptions can be made by the City Manager or his/her designee for emergencies.
- 1.3.2.4** Ascertain the need of visitors and callers, and direct the person to the proper department or person within the municipality to meet his/her needs.
- 1.3.2.5** Collect and sign for all incoming and outgoing mail or express packages and maintain a log of packages, monetary receipts, carrier, sender, and recipient.
- 1.3.2.6** Maintain and post calendars and agendas for the City Clerk, City Manager, Mayor and City Council, as well as other City boards, commissions and



teams.

- 1.3.2.7** Coordinate travel arrangements as required under the City's travel policy for the City Manager, Mayor, City Council, and other staff as necessary.
- 1.3.2.8** Provide dedicated administrative support and services to the City Manager's departmental staff to provide relief from the management of administrative details. Screen visitors and callers to minimize unproductive and/or unnecessary interruptions.
- 1.3.2.9** Compose correspondences and respond to general inquiries on behalf of the City Manager.
- 1.3.2.10** Type, proofread, edit and format meeting transcriptions and other formal correspondence.
- 1.3.2.11** Attend all City Council meetings and hearings and other meetings, as directed by the City Manager or designee.
- 1.3.2.12** Respond to all inquiries as directed.
- 1.3.2.13** Provide and maintain access to data to other City contract providers as necessary.
- 1.3.2.14** Coordinate and assist various [internal] events such as holiday luncheon and teambuilding activities.
- 1.3.2.15** Identify and perform other administrative assistance and reception where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.3 Administrative Assistance to the City Clerk**

- 1.3.3.1** Provide services under the direction of the City Manager and/or City Clerk or designee. The City Clerk is a City employee appointed directly by Council.
- 1.3.3.2** Provide dedicated, full-time, on-site clerical and administrative support for the office of the City Clerk.
- 1.3.3.3** Maintain and administer the City's system of archiving documents, records, and contracts for all City departments at the direction of the City Clerk, protecting the integrity of all public records in accordance as set forth in the Official Code of Georgia Annotated (OCGA).
- 1.3.3.4** Maintain and administer the City's document imaging system and records retention management.
- 1.3.3.5** Format, print, route and store ordinances, and resolutions for the City Clerk.
- 1.3.3.6** Manage, document and respond appropriately to open records requests on behalf of the City as directed by the City Clerk.

- 1.3.3.7** Duplicate and distribute materials for City meetings.
- 1.3.3.8** Organize and store City contracts as directed by the City Clerk.
- 1.3.3.9** Post public notices as directed.
- 1.3.3.10** Ensure compliance with all open records and open meeting laws as set forth in the OCGA and assist the City Clerk during meetings by taking attendance and recording motions and votes. The dedicated staff for the City Clerk is expected to attend all City Council meetings.
- 1.3.3.11** Perform City Clerk's responsibilities upon the City Clerk's absence.
- 1.3.3.12** Assist in the coordination of municipal and special elections, disclosure requirements, and qualifications, including, but not limited to, addressing polling station issues, preparation of ballot questions, or any other related issues arising from election matters.

#### **1.3.4 Accounting**

The Contractor shall provide the following services:

- 1.3.4.1** Provide a full-time qualified manager of all Accounting staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.
- 1.3.4.2** Maintain all financial records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB), best practices and advisories of the Governmental Finance Officers Association (GFOA) and the City's accounting manual.
- 1.3.4.3** Produce and deliver to the City Finance Director in a timely manner any and all financial information and reports as requested by the City Finance Director.
- 1.3.4.4** Assist in developing and implementing the policies and procedures established by the City Finance Director for the withdrawal/transfer and disbursement of City funds, promotion of internal controls and reporting of financial information.
- 1.3.4.5** Process all invoices presented with proper approval for payment, process only invoices presented with proper approval.
- 1.3.4.6** Promptly identify and pay all City bills and obligations, including payroll, in accordance with Georgia law and sound business practices.

- 1.3.4.7** Properly code and record all financial transactions of the City under the direction of the City Finance Director.
- 1.3.4.8** Prepare and review journal entries, direct pays and wire transfers.
- 1.3.4.9** Maintain capital asset records.
- 1.3.4.10** Maintain accounting subsidiary ledgers and supporting schedules to support account balances in the general ledger.
- 1.3.4.11** Maintain cash and investments in accordance with approved investment policies and applicable laws.
- 1.3.4.12** Identify and maintain records and accounting for all grants and capital projects.
- 1.3.4.13** Prepare responses for surveys for other governmental agencies and authorities as directed by the City Finance Director.
- 1.3.4.14** Assist the City Finance Director and City Clerk with contract administration and supervision of contracts and agreements.
- 1.3.4.15** Assist the City Finance Director with obtaining financing when necessary.
- 1.3.4.16** Prepare monthly financial reports for the City Finance Director's review in order to distribute to City Council by the fifteenth of the following month as required by the City Charter (as codified).
- 1.3.4.17** Identify and analyze financial trends and variances and report them to the City Finance Director.
- 1.3.4.18** Compile operating and financial data to assist with the preparation of the annual budget.
- 1.3.4.19** Prepare all required annual reports including the City's Comprehensive Annual Finance Report (CAFR) to be delivered to the Department of Audits within the requirements and deadlines established in OCGA.
- 1.3.4.20** Prepare a Popular Annual Financial Report (PAFR) under the requirements and guidelines published by GFOA and internal deadline requirements.
- 1.3.4.21** Coordinate and cooperate with external auditors and provide requested information and reports for year-end and interim reporting.
- 1.3.4.22** Document all accounting procedures and processes as well as perform tests and walk-throughs to ensure sound accounting procedures and processes.
- 1.3.4.23** Identify and develop a staff "Super User" of the City's financial accounting system to train and instruct City staff on the proper use of the software and processes.
- 1.3.4.24** Maintain a tickler file of all reports and deadlines completed by the City

regularly.

- 1.3.4.25** Identify and perform other accounting responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.5 Budgeting Services**

The Contractor shall provide the following services:

- 1.3.5.1** Comply with all requirements of the City Charter (as codified) specifying the requirements of budgeting for the City, including, but not limited to, Sections 5.02, 5.03 and 5.04.
- 1.3.5.2** Comply with all requirements of the budget policy as approved or amended from time to time by the Mayor and City Council and recommend amendments to the policy as needed and identified.
- 1.3.5.3** Assist the City Finance Director and City Manager as directed with budget preparation and preparation of reports and schedules.
- 1.3.5.4** Monitor City expenditures and prepare analytical reviews as directed.
- 1.3.5.5** Meet with department heads when directed and review preliminary budgets prior to developing the final City budget.
- 1.3.5.6** Assist departments throughout the year in managing budgetary thresholds. Prepare, with assistance from Marketing and Public Relations, an attractive and professional annual budget book for submission to GFOA's award program. The document shall include all required and suggested components indicated by GFOA.
- 1.3.5.7** Prepare, maintain, and update the 5-year Capital Improvement Program budget, when requested.
- 1.3.5.8** Prepare ongoing cash flow analysis, financial reports, planning models and trend analysis to assist in short, and long term financial planning as directed by the City Finance Director.
- 1.3.5.9** Serve as a liaison with all City departments on budget preparation and administration.
- 1.3.5.10** Provide materials, schedules, and other documentation for all budget meetings, hearings and public meetings.
- 1.3.5.11** Identify and perform other budget responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.6 Revenue Control**

The Contractor shall provide the following services:

- 1.3.6.1** Maintain and improve, where possible, the City's processes and procedures that identify, record and secure all City revenues.
- 1.3.6.2** Maintain all revenue control records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards, and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA).
- 1.3.6.3** Produce and deliver to the City Finance Director in a timely manner any and all revenue control information and reports as requested by the City Finance Director.
- 1.3.6.4** Coordinate collection of all City-collected fees received by other departments.
- 1.3.6.5** Reconcile cash receipts collected daily and prepare daily deposits for the bank.
- 1.3.6.6** Identify record and report relevant accounting performance measurements.
- 1.3.6.7** Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.
- 1.3.6.8** Identify and develop a staff "Super User" of the City's revenue control processes to train and instruct City staff on the proper use of the software and processes.
- 1.3.6.9** Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.
- 1.3.6.10** Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.7 Purchasing Services**

The Contractor shall provide the following services:

- 1.3.7.1** Comply with all requirements of the City Charter (as codified) specifying the requirements of procurement of the City, including, but not limited to, Sections 5.05 and 5.06.
- 1.3.7.2** Comply with all requirements of the Purchasing Policy as approved or amended from time to time by the Mayor and City Council, as well as



recommend amendments to the policy as needed and identified.

- 1.3.7.3** Manage and maintain the requisition and purchasing process in compliance with applicable laws and the adopted purchasing policy.
- 1.3.7.4** Monitor departmental expenditures against available budget for purchases.
- 1.3.7.5** Maintain all purchasing records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA) and/or the National Institute of Governmental Purchasing (NGIP.)
- 1.3.7.6** Produce and deliver to the City Finance Director in a timely manner any and all purchasing information and reports as requested by the City Finance Director.
- 1.3.7.7** Identify and take advantage of all available discounts through purchases or competitive contracts with other governments for City purchases.
- 1.3.7.8** Prepare and maintain contracts and contract files, while also coordinating with the City Clerk for proper maintenance of City contracts.
- 1.3.7.9** Manage and maintain vendor information and registration within the City's financial reporting system.
- 1.3.7.10** Evaluate vendor performance, addressing vendor performance issues and removing vendors from eligible list when issues are not resolved. This includes, but is not limited to, preparing a contract compliance checklist for every formal procurement and ensuring its timely completion during the term of each contract.
- 1.3.7.11** Manage and maintain the City's procurement.
- 1.3.7.12** Prepare solicitations and oversee the competitive procurement process for projects funded through the City.
- 1.3.7.13** Coordinate, as needed, with the City Attorney on issues that may arise during the procurement process.
- 1.3.7.14** Prepare, manage, and oversee competitive procurement processes, including coordination with other City departments.
- 1.3.7.15** Reconcile encumbrances to the general ledger as requested by accounting.
- 1.3.7.16** Maintain inventory of all furniture, fixtures, supplies, and equipment that do not qualify as capital assets.

- 1.3.7.17** Document all purchasing procedures and processes as well as perform tests and walk-throughs to ensure sound purchasing procedures and processes.
- 1.3.7.18** Identify and perform other purchasing responsibilities where the Contractor reasonably anticipates needs, which are not specifically set forth above.

### **1.3.8 Risk Management**

The Contractor shall provide the following services:

- 1.3.8.1** Design, implement, manage, document, and maintain a citywide risk management program.
- 1.3.8.2** Design, implement, manage, document, and maintain an organized and scheduled safety-training program to assist departments on risk management program processes and risk-reduction procedures.
- 1.3.8.3** Design, implement, manage, document, and maintain a risk management claims review process.
- 1.3.8.4** Recommend and advise the City's Finance Director of the appropriate amounts and types of insurance.
- 1.3.8.5** Assist in the procurement of all necessary insurance.
- 1.3.8.6** Process and assist in the investigation of insurance claims, coordinating with legal representation as needed.
- 1.3.8.7** Review insurance policies and coverage amounts of contractors and make recommendations for changes.
- 1.3.8.8** Document all risk management procedures and processes as well as perform tests and walk-throughs to ensure sound risk management procedures and processes.
- 1.3.8.9** Identify, record and report key performance indicators relevant to risk management.
- 1.3.8.10** Identify and perform other risk management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.3.9 Liaison with Financial System Provider**

The Contractor shall provide the following services:

- 1.3.9.1** Designate one or more individuals to act as superusers with the City's financial system provider, currently Tyler Technology.

- 1.3.9.2** Compile weekly reports to the Finance Director of all outstanding issues with the vendor and potential paths to resolution.
- 1.3.9.3** Liaison with the City's Information Technology provider to develop both a short-term (one year) and long term (two to five years) to improve the City's financial system.
- 1.3.9.4** Develop financial reports extracted from the system and train departmental users in how to run them.

## **1.4 Planning and Zoning**

The goal of the Planning and Zoning Department is to promote and protect the City through planning and development practices while providing professional and efficient customer service. The Planning and Zoning Department is responsible for working with the citizens of Dunwoody, Boards, and Commissions, the development community and the elected officials while managing current and long-range planning, and land development.

### **1.4.1 General Requirements**

Contractors responding to the Planning and Zoning scope of work shall perform the following services:

- 1.4.1.1** Provide services under the direction of the Community Development Director or designee. The Community Development Director is a City employee.
- 1.4.1.2** Provide a full-time, on-site Acting Community Development Director during periods of leave and vacancy with the existing position, approved by the City, with full responsibility to manage all Planning and Zoning Department as well as Inspections and Permitting staff necessary and proper to perform the services, duties, and responsibilities set forth.
- 1.4.1.3** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.4.1.4** Provide a supervision of Contractor(s) staff providing Planning & Zoning Services to ensure that all contractual requirements are performed effectively and efficiently. This may be accomplished with a Deputy Director (full-time). The City Community Development Director will provide day-to-day operational supervision for department staff.
- 1.4.1.5** Develop capital improvement plans for applicable Planning and Zoning service areas.
- 1.4.1.6** Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.
- 1.4.1.7** Provide supervision of Contractors and consultants providing Planning and Zoning services to ensure that all contractual requirements are performed effectively and efficiently.
- 1.4.1.8** Verify and update all information provided or obtained from other sources.
- 1.4.1.9** Attend City meetings to represent Planning and Zoning as required and directed by the City.

- 1.4.1.10** Track, maintain, and report in a timely manner on key performance indicators for Planning and Zoning established by the City in consultation with the Contractor.
- 1.4.1.11** Identify and perform other Planning and Zoning assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.4.2 Planning and Zoning Services**

The Contractor shall provide the following services:

- 1.4.2.1** Staff (as needed to meet the requirements herein) and maintain the Planning and Zoning Department for the City.
- 1.4.2.2** Regularly provide updated information to builders and developers regarding policies and procedures adopted by the City related to land use planning within the city.
- 1.4.2.3** Provide information to the public as it relates to all land development activities within the City.
- 1.4.2.4** Manage the development, maintenance and updating of land use and zoning maps as required by state and local agencies.
- 1.4.2.5** Review, revise, and update policies and procedures manual which outlines all planning and zoning activities, and develops schedules and time frames for processing all land development activities (including zoning).
- 1.4.2.6** Regularly inform key City officials of all relevant and applicable zoning and/ or planning issues.
- 1.4.2.7** Review, revise, develop, and implement, in coordination with the City Manager, procedures for the issuance of certificates of use. Contractor shall verify that all business license applications meet the City's zoning codes prior to their issuance by the Finance and Administration department.
- 1.4.2.8** Provide support and assistance for updates to the City's zoning code.
- 1.4.2.9** Provide the services of a trained and qualified Arborist.
- 1.4.2.10** Develop Request for Proposals (or other formal solicitations) when directed by the City.
- 1.4.2.11** Provide full support for all boards, committees, and advisory groups established by Council including, but not limited to, , Construction Board of Adjustments and Appeals, Design Review Advisory Committee, Planning Commission, Sustainability Commission, and Zoning Board of Appeals.



- 1.4.2.12** Develop recommendations on how to improve the operations of all boards, committees, and advisory groups served by Planning and Zoning.
- 1.4.2.13** Identify and perform other planning and zoning responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.4.2.14** Provide for plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review in 7 (seven) calendar days on the first submittal by the design professional, 5 (five) days on the second review and 3 (three) days on the third review.

## **1.5 Information Technology**

The Information Technology Department is responsible for maintaining, supporting, engineering, and updating the City's IT infrastructure and all communication systems. The City of Dunwoody owns all systems and software currently utilized by City employees. The local area network is TCP/IP based and IPV6 compatible. The computer network is based on Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional Suite. The IT Department manages the City's website and the content within. Furthermore, the IT Department provides 24/7 troubleshooting assistance to users of the system as necessary (Police). See Appendix C for a complete list of the hardware and IT systems utilized by the City of Dunwoody.

### **1.5.1 General Requirements**

Contractors responding to the Information Technology scope of work shall perform the following services:

- 1.5.1.1** Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.
- 1.5.1.2** Provide services under the direction of the City Manager or designee.
- 1.5.1.3** Provide an Information Technology Manager, approved by the City, with full responsibility to manage all Information Technology Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.
- 1.5.1.4** Provide mid-to-upper level specialist support primarily (but not solely) responsible for the design and implementation of Public Safety systems, and providing technical assistance to IT team members with the proper integration and support of Public Safety systems.
- 1.5.1.5** Provide the City with a primary contact who shall be available to the City in person as needed or by telephone on a twenty-four (24) hour basis, seven (7) days a week.
- 1.5.1.6** Provide supervision of subcontractors providing Information Technology services to ensure that subcontractors perform all contractual requirements effectively and efficiently.
- 1.5.1.7** Track, maintain, and report in a timely manner on key performance indicators for IT services established by the City in consultation with the Contractor
- 1.5.1.8** Identify and perform other Information Technology assistance where the

firm reasonably anticipates needs, which are not specifically set forth above.

### **1.5.2 Information Technology Infrastructure**

The Contractor shall provide the following services:

- 1.5.2.1** Provide purchasing assistance, install, configure, and maintain any additional hardware and software required to satisfy all City's operational needs.
- 1.5.2.2** Assist, administer, and troubleshoot the City's website. The City will pay for major upgrades and maintenance separately.
- 1.5.2.3** Maintain and regularly update hardware and software utilized by the City for efficient service delivery and administrative functions. Hardware includes, but is not limited to, desktop computers, laptop computers, peripherals, cell phones, mobile devices, copiers, printers, scanners, faxes, plotters, cameras, projectors, and audio recorders. Software includes, but is not limited to, systems for accounting, human resources, work order tracking, public works, capital planning, court management, police force, agenda and document management, and geospatial information system (GIS) integration.
- 1.5.2.4** Provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure that systems are interoperable and continuity is maintained during turnover of City personnel and Contractors. Contractor shall develop/update an IT Strategic Plan annually during the budget preparation process (currently mid-year).
- 1.5.2.5** Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance Director.
- 1.5.2.6** Maintain software and hardware interoperability among users and systems. The local area network is TCP/IP based and IPV6 compatible. The computer network is based on Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.
- 1.5.2.7** Maintain an appropriate replacement program for all computers and equipment. The City covers all hard costs for replacement of hardware and software. Provide cost budgets for any IT project, including replacement projects, when the cost is anticipated to exceed \$10,000.
- 1.5.2.8** Provide all users with email for internal and external communications, common contact lists, and scheduling.
- 1.5.2.9** Maintain disaster recovery and IT business continuity plans and ensure that compliance is periodically validated.

- 1.5.2.10** Provide 24/7 troubleshooting for all Citywide IT systems.
- 1.5.2.11** Develop request for proposals when directed by the City.
- 1.5.2.12** Archive and retrieve all emails to comply with open records requests.
- 1.5.2.13** Provide for the centralized, electronic storage of the City's documents. Provide virtual private network (VPN) connectivity for remote users.
- 1.5.2.14** Maintain all communications systems including VOIP, VOIP Fax, VPN and wireless systems. Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.
- 1.5.2.15** Administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.
- 1.5.2.16** Administer network services including, but not limited to, Active Directory, *Dynamic Host Configuration Protocol (DHCP)*, *Domain Name System (DNS)*, *Remote Procedure Call (RPC)*, *Internet Information Services (IIS)*, and Print.
- 1.5.2.17** Provide general software user support and coordinate support with software providers when needed.
- 1.5.2.18** Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services. Coordinate the procurement, installation, configuration, and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.
- 1.5.2.19** Upon request, provide schema and any database data in a standard SQL format for importation into a non-contractor database.
- 1.5.2.20** Identify and perform other IT infrastructure responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

### **1.5.3 Security Component for Information Technology**

The Contractor shall provide the following services:

- 1.5.3.1** Maintain the numerous security components that must be addressed including: ensure data security and integrity with nightly backups; provide anti-virus, anti-malware, anti-spam, and patch management; provide firewall protection for the local area network; provide a virtual private network connectivity for remote users; and administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.
- 1.5.3.2** Provide technical solutions such as SSL to secure all Internet

communications to protect the privacy of the citizens of Dunwoody and the integrity of its software systems. Additionally, the Contractor will be responsible for ensuring security for new City software systems including, but not limited to, finance, personnel, municipal court, and public safety.

- 1.5.3.3** Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.
- 1.5.3.4** The backup site does not have to be hot. A reasonable expectation for the restoration of documents and emails is two hours and restoration of services within four hours.
- 1.5.3.5** Provide firewall protection for the local area network.
- 1.5.3.6** Identify and perform other IT security management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

#### **1.5.4 Geographical Information System (GIS)**

The Contractor shall provide the following services:

- 1.5.4.1** Manage the existing GIS system as well as for the service, update and maintenance of the GIS databases on not less than a monthly basis.
- 1.5.4.2** Review data contained within the existing GIS system, and coordinate with all other necessary City personnel to obtain pertinent data to be included within the GIS. Determine necessary documentation as well as coordinate and implement the physical retrieval, reproduction, and storage of the transferred records.
- 1.5.4.3** Maintain one employee available during business hours capable of operating, printing, and extracting information, including maps, from the GIS System in a timely manner as directed by the City Manager or department head.
- 1.5.4.4** Provide the public with access to limited City GIS files through the City website as directed.
- 1.5.4.5** Maintain, develop, implement, and improve GIS standards, policies, and procedures.
- 1.5.4.6** Maintain all existing and future GIS data layers.
- 1.5.4.7** Develop new data layers and maps requested by the City or its contractors to meet business needs.
- 1.5.4.8** Provide any GIS related information and/or data in response to requests and needs of City personnel as well as any IT Department employees who may be engaged in City of Dunwoody Planning and Zoning projects.



- 1.5.4.9** Identify and perform other GIS related responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## **1.6 Permitting and Inspections**

Providing top quality facilities to live and conduct business is a key goal of the City of Dunwoody, which prompted the City to creating a standalone Permitting and Inspection Department. This Department processes all building and special event permits, provides building inspections, fire services and provides code enforcement (compliance) services. The City believes that this combination of services should reduce the number of code offenders, while decreasing expenses and time required for correcting code violations.

In 2019, the City of Dunwoody conducted 4,769 inspections for numerous locations including, new buildings, additions, residential work, commercial work, renovations, electrical systems, plumbing systems replacement of water heaters, water lines and drains, and HVAC (heating, ventilating, and air-conditioning systems). In addition, the City processed 1,467 permits for Land Disturbance Permits, Commercial or Multi-Family Residential, Single-Family Residential, and Roof Replacements. The City's fee schedule is viewable at:

[http://dunwoodyga.gov/index.php?section=departments\\_community\\_development\\_permits\\_fee\\_schedule](http://dunwoodyga.gov/index.php?section=departments_community_development_permits_fee_schedule)

### **1.6.1 General Requirements**

Contractors responding to the Permitting and Inspections scope of work shall perform the following services:

- 1.6.1.1** Provide services under the direction of the Community Development Director or designee. The Community Development Director is a City employee.
- 1.6.1.2** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.6.1.3** Provide supervision of Contractor(s) staff providing Permitting and Inspection Services to ensure that all contractual requirements are performed effectively and efficiently. The City Community Development Director will provide day-to-day operational supervision for department staff.
- 1.6.1.4** Verify and update all information provided or obtained from other sources.
- 1.6.1.5** Review, update, develop, and implement, in coordination with the Community Development Director, a plan for an on-going Code Enforcement department process for the City.

- 1.6.1.6** Permitting and Inspections Department will remedy violations on City Right of Ways as well as private and commercial property. The enforcement officer shall be responsible for enforcing ordinances as directed by the City.
- 1.6.1.7** Coordinate with City of Dunwoody Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.
- 1.6.1.8** Enforce housing code standards.
- 1.6.1.9** Issue permits for special events at the direction of the Planning and Zoning Department and collect permit fees.
- 1.6.1.10** Maintain system of standards for taxi and limousine licensing and compliance; including periodic review of standards for improvements and modifications.
- 1.6.1.11** Provide advice and guidance to City staff, advisory groups, boards, and commissions on issues related to permits and inspections.
- 1.6.1.12** Track, maintain, and report in a timely manner on key performance indicators established by the City in consultation with the Contractor for the Permitting and Inspections.
- 1.6.1.13** Identify and perform other Permitting and Inspections assistance where the firm reasonably anticipates needs, which are not specifically set forth above.
  - 1.6.1.14** Provide for plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review in 7 (seven) calendar days on the first submittal by the design professional, 5 (five) days on the second review and 3 (three) days on the third review.

## **1.6.2 Building Permitting and Inspection**

The Contractor shall provide the following services:

- 1.6.2.1** The Building Permitting and Inspections services shall include, establishing, staffing, and maintaining the Inspections and Permitting Departments for the City.
- 1.6.2.2** Review, revise, develop, and implement, in coordination with the Community Development Director, the City's existing plan review and permitting process.
- 1.6.2.3** Maintain the City of Dunwoody's status as Local Issuing Authority (LIA) registered with the State of Georgia. Contractor shall include a fee schedule for the proposed plan review and permitting process, which the

City could adopt as necessary. Review, revise develop and implement, in coordination with the City, the City's existing building permitting process for the City including response time standards.

- 1.6.2.4** Perform inspections and accurate compliance of the City of Dunwoody Building and City codes to ensure that every new and renovated building's design documents meet the building and trade codes.
- 1.6.2.5** Review, revise, develop, and implement, in coordination with the City, the outlined plan for the City to conduct soil erosion and sedimentation control inspections for the City in accordance with the State of Georgia NPDES.
- 1.6.2.6** Review, revise, update, and develop a system of standards for City signage and issue all required Signage permits for temporary and permanent signage at the direction of the Planning and Zoning Department and collect permit fees as appropriate.
- 1.6.2.7** Collect permit fees and issue all building, construction, plumbing, electrical, HVAC, soil erosion, land disturbance permits and all other related permits; in conjunction with the Planning and Zoning Department.
- 1.6.2.8** Manage and maintain Permits and Inspection data and integrate it into the City of Dunwoody database regularly.
- 1.6.2.9** Manage and maintain the web accessible database and filing system, record retention program, and schedule for Permits and Inspections Documents that allows permit applicants to check status of Permits and Inspections via the Internet.
- 1.6.2.10** Review, revise, and update the current methods used to incorporate Energy Efficient and sustainable Leadership in Energy & Environmental Design (LEED) standards into the permit and inspection process.
- 1.6.2.11** Identify and perform other building permitting and inspection responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.6.2.12** Provide for a Building Official (full time) who oversees the activities of the Permit and Inspection staff

### **1.6.3 Code Compliance**

The Contractor shall provide the following services:

- 1.6.3.1** Ensure that the City meets housing codes.
- 1.6.3.2** Review and revise, in coordination with the City, a plan for an on-going code compliance process for the City.

- 1.6.3.3** The code compliance department shall prevent and remedy violations on City right of ways, as well as private and commercial properties. The code enforcement officers shall be responsible for enforcing City and State ordinances as directed by the City.
- 1.6.3.4** Coordinate with the City's Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.
- 1.6.3.5** Issue permits for special events at the direction of the Planning and Zoning Department, and collect permit fees.
- 1.6.3.6** Identify and perform other code compliance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.
- 1.6.3.7** Code enforcement officers may be required to work on the weekend as well as during the week.
- 1.6.3.8** All complaints for code violations will be acknowledged within 24 hours of time that we receive the complaint, except for complaints on the weekend, the response shall be on Monday before 12:00 pm.
- 1.6.3.9** Seventy five percent (75%) of the code enforcement complaints shall be investigated within 3 days of receiving the complaint.

#### **1.6.4 Fire Services**

- 1.6.4.1** Provide fire life safety and accessibility plan reviews and inspections required for building renovation and new construction. These same services are currently offered by the DeKalb County Fire Marshal's office. Customers should be offered an option to have these services provided by the City or at the customer's option, they can have DeKalb County provide these services.
- 1.6.4.2** Provide fire plan reviews and inspection services by staff holding appropriate ICC certifications necessary to provide these services.
- 1.6.4.3** Provide all fire plan reviews and inspections within a reasonable time period that is consistent with key performance indicators established by the City.

NOTE: DeKalb County will continue to provide other services, such as firefighting, annual safety inspections and arson investigations.

#### **1.6.5 Business License**

- 1.6.5.1** Bill and collect business occupation taxes and review the calculation of



fees and charges for accuracy.

- 1.6.5.2** Cooperate with contractors auditing City revenue sources to provide reports and supporting documents necessary for efficient revenue audit programs. Develop and implement programs to identify businesses and improve compliance with the collection of occupation taxes.
- 1.6.5.3** Ensure no revenue is lost due to missing a deadline.
- 1.6.5.4** Coordinate with local, state, and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions to ensure full and timely collection of all monies due to the City.
- 1.6.5.5** Process applications, issue designated licenses and permits and calculate related fees and charges appropriately.
- 1.6.5.6** Collect and record revenue payments from customers for various City revenue sources while ensuring the customer's account is properly credited.
- 1.6.5.7** Greet public and answer routine questions associated with collection of taxes, fees, assessments or other charges during established business hours.
- 1.6.5.8** Collect excise taxes from commercial sources and prepare reports for management review.
- 1.6.5.9** Maintain and update the City's database of businesses within the City's financial reporting system.
- 1.6.5.10** Reconcile cash receipts collected daily and prepare daily deposits for the bank.
- 1.6.5.11** Identify record and report relevant accounting performance measurements.
- 1.6.5.12** Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.
- 1.6.5.13** Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.
- 1.6.5.14** Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## **1.7 Parks and Recreation**

The City of Dunwoody Parks and Recreation Department strives to provide the residents of Dunwoody with the highest quality parks, recreational services, and green space to enhance the quality of life to our community. The City of Dunwoody manages nine major parks with combined land space of over 192 acres. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, and more.

### **1.7.1 General Requirements**

Contractors responding to the Parks and Recreation scope of work shall perform the following services:

- 1.7.1.1** Provide services under the direction of the City Manager and/or Parks and Recreation Director or designee. The Parks and Recreation Director is a City employee.
- 1.7.1.2** Provide a minimum of two operations staff over maintenance and enhancements of the park facilities and a minimum of two recreation staff over recreation programs and facility rentals. approved by the City, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved staff without written approval of the City, which approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.
- 1.7.1.3** Provide supervision of Contractor(s) staff providing Parks and Recreation Services to ensure that all contractual requirements are performed effectively and efficiently. The City Parks and Recreation Director will provide day-to-day operational supervision for department staff.
- 1.7.1.4** Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
- 1.7.1.5** Provide off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days a week.
- 1.7.1.6** Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for

facility maintenance.

- 1.7.1.7** Coordinate the development of bid specifications, proposal review and evaluation, and the award process.
- 1.7.1.8** Oversee the department budget and monitors expenditures.
- 1.7.1.9** Review development of construction plans and ensures compliance with specifications.
- 1.7.1.10** Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.
- 1.7.1.11** Verify and update all information provided or obtained from other sources.
- 1.7.1.12** Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.
- 1.7.1.13** As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.
- 1.7.1.14** Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

## **1.7.2 Parks Maintenance**

The Contractor shall provide the following services:

- 1.7.2.1** Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities. Supervisory duties include, but not limited to prioritizing and assigning work; conducting performance evaluations of contracted staff as well as reviewing proposals for contract renewals; ensuring staff are adequately trained; and ensuring contracted staff are following City policies, procedures and guidelines.
- 1.7.2.2** Oversee contracts responsible for the maintenance of City parks. This includes internal and external cleaning of all facilities daily, mulching, and playgrounds.
- 1.7.2.3** Ensure repairs are completed in a timely manner including, but not limited to:
  - Painting over or removal of graffiti
  - Mowing and trimming

- Applying top dressing, dragging, aerating and lining athletic fields
- Repairing or replacing broken windows
- Repairing or replacing damaged or missing park signs
- Repairing or replacing broken toilets and other bathroom facilities
- Removing debris
- Repairing or placing lighting in all recreational and park areas
- Removal of trees when necessary

**1.7.2.4** Review, revise, develop, and recommend to the City Manager short, mid, and long range plans for capital improvements.

**1.7.2.5** Conduct all activities necessary to identify, develop and prepare submissions for any federal, state, or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.

**1.7.2.6** Maintain all Parks and Recreational facilities as outlined in the above activities including:

- Dunwoody Park and Nature Center
- The Donaldson-Bannister Farm
- North DeKalb Cultural Center
- Windwood Hollow Park
- Brook Run Park
- Vernon Oaks Park
- Georgetown Park
- Pernoshal Park
- Dunwoody Trailway
- North Shallowford Annex
- Perimeter Center East Park Property
- Waterford Park Property
- Austin Elementary School Park Property
- Other recreational facilities acquired by the City during the term of the contract

**1.7.2.7** Identify and perform other park maintenance responsibilities to ensure safety and cleanliness, where the firm reasonably anticipates needs, which are not specifically set forth above.

**1.7.2.8** Inspects parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly.

**1.7.2.9** Oversee the maintenance of recreational fields such as applying top

dressing, dragging, aerating, and lining fields.

**1.7.2.10** Oversee the maintenance (including janitorial maintenance) in parks and community facilities.

**1.7.2.11** Oversee all repairs within parks and community facilities.

### **1.7.3 Recreation**

The Contractor shall provide the following services:

**1.7.3.1** Develop and/or maintain short, mid, and long-term plans for capital improvements and implement said plans, as directed.

**1.7.3.2** Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.

**1.7.3.3** Plan, recommend, implement, and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include, but are not limited to festivals, ceremonies, and 5Ks.

**1.7.3.4** Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with any other City activities.

**1.7.3.5** Coordinate preparation and cleanup for all recreational activities upon closure of events.

**1.7.3.6** Administer all contracts with private instructors programs.

**1.7.3.7** Coordinate the reservation and payments for all park rental facilities.

**1.7.3.8** Manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for the security of all revenues collected.

**1.7.3.9** Coordinate specified aspects of utilization of parks with emergency management procedures of local, state, and federal agencies.

**1.7.3.10** Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreation programs and special events.

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

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

**1.7.3.13** Maintain and update a programming and management plan for the



continued operation of City resources, including but not limited to the Brook Run Skate Park and the North Shallowford Annex

- 1.7.3.14** Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

## **1.8 Facilities Management**

Facilities Management oversees maintenance and operations of the City's two main properties: Dunwoody City Hall (4800 Ashford Dunwoody Rd, Dunwoody GA 30338) which was occupied by staff in the winter of 2017/2018. The facility is a building of approximately 45,532 square feet consisting of two stories. All city departments are primarily located at this facility. In the fall of 2019, the City also opened the North Shallowford Annex a.k.a. the Annex (4470 North Shallowford Rd, Dunwoody GA 30338). The facility is a building of approximately 13,675 square feet consisting of two stories. The building's main purpose is to house police training and citizen recreational programming activities.

The Contractor will act as the primary point of reference for maintenance of these two facilities, the emergency contact for any related issues, and perform custodial work of the building and grounds. The Contractor may do it through their own staff or subcontract out duties; however, the operator will be responsible for all subcontractor performance. For this RFP, only these two buildings will be included in the scope; however, the City may negotiate with the selected Contractor a later date should additional City properties be added during the contract.

### **1.8.1 General Requirements**

Contractors responding to the Facilities Management scope of work shall perform the following services:

- 2.8.1.1** Have a 24 hours a day, seven days a week contact to respond to emergency maintenance issues.
- 2.8.1.2** Daily weekday cleaning of the exterior and interior of both buildings, including at least one individual to be on one of the two sites for custodial issues and minor repair work during normal working hours. Daily exterior cleaning includes sweeping and litter pickup on the grounds. Daily interior cleaning includes thorough cleaning of all restrooms, locker rooms, break rooms, public areas, and common areas. A night crew cleaning will be required each workday. After hour night crew's duties will also include garbage/recycling removal and vacuuming each weekday. City council meetings, town halls, and some commission or committee meetings will occur at night or weekends. If requested, the after hour night crew may be requested to start their cleanup after that meeting.
- 2.8.1.3** Stocking of normal consumable rest room and breakroom supplies will be coordinated by the operator; though the cost for supplies will be borne by the city, unless there is a cost savings through the Contractor.
- 2.8.1.4** Having, at minimum, one individual available during normal working hours

to handle routine repair work and minor manual labor at both City Hall and the Annex. Staff may be the same as those handling most custodial duties during this time and does not necessarily need to be on premise during all working hours, but readily available. If the normal custodial staff can handle the request, there will be no additional charge to the city. If other staff is needed, that will be considered a major repair and the City must approve their use beforehand and the City will be charged a predetermined per hour rate plus parts required for repair.

- 2.8.1.5** Scheduling and overseeing major repair work on City Hall or the Annex. Operator may act on behalf of the City on these projects by selecting and coordinating vendors. Major repair work must be pre-approved by the City before commencement except in emergency matters. Major repair work includes specialized building maintenance, such as HVAC or plumbing or minor repair work, such as drywall or painting that takes over an hour to complete.
- 2.8.1.6** Weekly landscaping services during all months, except for December, January, and February. This includes season replenishment of floral landscaping twice a year.
- 2.8.1.7** Coordinating and overseeing maintenance of life, safety, and comfort operations of the buildings, including but not limited to:
  - 2.8.1.7.1** Maintenance of all HVAC systems, at least quarterly;
  - 2.8.1.7.2** Maintenance of backup generator systems, at least twice a year, though fuel purchases will be considered a utility cost to be borne by the City below;
  - 2.8.1.7.3** Elevator maintenance and inspection as required by law and best practices;
  - 2.8.1.7.4** Fire alarm and fire suppression systems as required by law and best practices;
  - 2.8.1.7.5** Evacuation drills of staff and tenants performed on a best practices service level;
  - 2.8.1.7.6** Pest and rodent extermination at least monthly;
  - 2.8.1.7.7** Exterior window cleaning at least twice a year and interior cleaning at least annually;
  - 2.8.1.7.8** Carpet and floor cleaning, at least quarterly or twice a year as traffic demands in a given area;
  - 2.8.1.7.9** Cleaning of ice machines and water system filter replacement in water fountains and refrigerators;
  - 2.8.1.7.10** Having access to standard cleaning equipment

necessary to perform all functions; and

**2.8.1.7.11** All of the above areas will be included in the monthly fee charged the City.

- 2.8.1.8** Obtaining security clearances through the Dunwoody Police Department for all employees who will have to work unsupervised in a secure area. Operators will also be responsible for supervising contractors who do not have a clearance.
- 2.8.1.9** Suggesting to city management any major capital improvements needed to the building and working with city staff to determine the best method to obtain those improvements also suggesting operational changes in each facility to reduce costs or improve performance. The Contractor will provide a quarterly report to the City indicating they have reviewed the facilities and found them to either needing no capital improvements or provide the City a list of those improvements.
- 2.8.1.10** For any situation where the City has a tenant in the building and has a contractual relationship to perform services for the tenant that are described in this scope of work, it will be understood that the operator will be performing them for the tenant also.
- 2.8.1.11** The Contractor will work with the City's representative to craft the annual budget for cost such as utilities and supplies.
- 2.8.1.12** The Contractor will have the authority to enter the premises as necessary to perform the duties outlined in this scope of work.
- 2.8.1.13** The Contractor will not be responsible for the costs of the following:
- 2.8.1.13.1** Major repairs as outlined above.
  - 2.8.1.13.2** Utility costs of the building including but not limited to electricity, natural gas, water, phone (including emergency telephone or communication service for elevators or public safety systems) or stormwater.
  - 2.8.1.13.3** Debt service or building payments;
  - 2.8.1.13.4** Furniture for offices or common areas;
  - 2.8.1.13.5** Property insurance, though this does not eliminate the operator to have their own insurance for operations and liability;
  - 2.8.1.13.6** Normal consumable supplies for restrooms, breakroom, and common areas, though the Contractor will coordinate their purchase.
  - 2.8.1.13.7** While not being responsible, should it be desired

and advantageous to both, the City and Contractor may amend the agreement concerning costs not to be covered by the Contactor and agree for it to be paid by the Contractor as a pass through.

\* \* \* END OF SCOPE OF WORK \*\*\*

## 2. Proposal Format

### 2.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing **straightforward and concise** delineation of Bidder's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Bidders follow the format and instructions contained herein. The City factors the proposal itself when considering the Contractor's ability to deliver high quality services.

### 2.2 Proposal Submission

To support a non-biased evaluation of submitted proposals, the City is requesting Bidders to submit their proposals in two (2) individually sealed envelopes, one being the TECHNICAL proposal and the other being the COST proposal. Bidders shall submit the technical and cost proposal envelopes in one (1) sealed and marked package sent to the designated address but in separate envelopes within that package. The City will score all technical proposals first before evaluating the Cost Tables – Appendix D. Once the City evaluates all technical and cost proposals, the evaluation team will calculate the final score for each proposing Bidder for each service area.

#### 2.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- Six (6) printed and one (1) signed original; and
- One (1) electronic copy on a flash drive, in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement TECHNICAL Proposal**. The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material.

If bidding on multiple service areas, Bidders should clearly divide and mark with tabs the responses for each service area.

#### 2.2.2 Cost Proposal

The cost proposal envelope shall contain only the following:

- One (1) printed and signed original; and



- One (1) electronic copy on a flash drive, in searchable PDF.

The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement COST Proposal.**

The cost proposal envelope should contain, at the minimum, Appendix D – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members. The City will not evaluate any additional material submitted by the Contractor.

### 3.3. Proposal Content

The City expects that all Bidders responding to this RFP will develop responses that are concise, customized, and exhaustive. Bidders responding in more than one (1) service area must clearly divide and mark with tabs responses to each service area.

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of contents should include, at a minimum, all listed items in the sequence indicated below in section **3.3.1 Technical Proposal Content**. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal.

The technical and cost proposals shall include the following.

#### 2.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings, and if submitting combined bids for multiple service areas clearly divide separate service areas within each section. Bidders shall submit the technical proposal in a separately sealed envelope as specified in the section **3.2.1** of this RFP.

**The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty page limit in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or**

**may not be read by reviewers and will not be considered part of the official proposal.**

To aid in thorough and consistent review, Contractors shall organize and number the proposal to correspond to the proposal outline provided below. Bidders should include a table of contents. Failure to follow proposal format and content requested by this RFP may result in proposal disqualification.

#### **2.3.1.1 Letter of Transmittal**

A letter of transmittal that provides the following information must accompany each proposal:

- Identify the submitting organization.
- Identify the name, title, telephone number and an e-mail address of the contact person of the organization.
- Indicate which of the service area(s) the Bidder is responding.
- Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

#### **2.3.1.2 Response to Scope of Work**

Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Bidders should not merely affirm an item but rather expand (concisely) how each scope item will be addressed throughout the duration of the Contract. Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work for all section(s) being proposed. For example, item 2.1(f) of the general service deliverables mentions the use of key performance indicators. Here you would discuss your methodology for delivering on this requirement and/or provide examples of when you have performed similar services previously.

- Describe your firm's approach and methodology to ensure delivery of high quality services.
- Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.
- Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.
- Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract. The existing contract for these services expires at midnight on December 31, 2020.
- Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your firm's approach to support the City's environmental sustainability goals.

### **2.3.1.3 Qualifications and Experience of Firm and Staff**

#### **2.3.1.3.1 Qualifications of Firm**

This section shall include information on the Bidder's corporate organization (history, size, etc.), experience, and skills regarding the Bidder's record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work. Furthermore, Bidders shall provide information pertaining to the following:

- Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.
- Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.
- State whether the Bidder has any pending litigation, and state whether the firm has had any litigation in the last

five (5) years and the outcome of such litigation.

- Describe the “back office” attributes, capabilities, and resources that will support the staff positioned at the City’s premise(s).
- The City reserves the right to verify Bidder’s financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.
- A listing of physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA. The list should include street address, purpose of the business, and summary of the staff at that facility.
- A listing of ongoing similar contracts to this RFP that were in effect on January 1, 2020 in the Atlanta MSA. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.

#### **2.3.1.3.2 Qualifications of Staff**

The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. – See Section 2.1(g) regarding staff reassignments. In addition, Bidders shall provide answers to the following:

- Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.

- Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.
- Provide resumes or professional profiles of key personnel (Directors and Managers) already identified that the Contractor would likely assign to this project.
- Describe the approach to ensure staff is adequately trained and up-to-date at the beginning of the contract, as well as your methodology for ensuring staff stays up-to-date throughout the term of the contract.
- The City expects Bidders responding to this RFP to provide the City with a high-level organizational chart, which should depict how the Bidder's organization intends to staff the various departments they are proposing. If a Bidder is submitting proposals for more than one (1) service area then the Bidder must provide an organizational chart for each department they are submitting. The organizational chart should include on-site, subcontracted, and Contractor-provided (back office) service positions.

#### **2.3.1.4 References**

Bidders shall submit three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

#### **2.3.1.5 Required Forms**

The City requests Bidders to complete, sign and return as a part of the TECHNICAL proposal forms that are attached to this RFP (with the exception of Appendix D that should be a part of the COST Proposal).

#### **Technical Proposal:**

- Executed Proposal Form (Section 5 of this RFP) which includes acknowledgement of any and all Addenda to this RFP
- Executed Affidavit Verifying Status for City Public Benefit (Appendix B of this RFP)
- The Technical Proposal which may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above that in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

#### **Cost Proposal:**

- Appendix D –Cost Table (to be submitted with Cost Proposal)

Failure to submit completed and signed forms may result in proposal rejection.

#### **2.3.1.6 Appendices**

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary, but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and shall not be part of the official evaluation except to the extent they support qualifications and experience of the Bidder.

#### **3.3.2 Cost Proposal Content**

Bidder shall provide a not-to-exceed price for all services indicated in this RFP. Pricing shall show 48 payments plus an optional 12 additional payments. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding firm shall sign the cost proposal.

Bidders shall complete all parts of Appendix D – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also



provide detailed costing information for each service area for which they respond. Cost detail shall include a figure for proposed salaries, burden factor (as a percentage of proposed salaries), and proposed profit margin on the contract (as a percentage of salaries). The combined totals of these three factors will equal the not-to-exceed price for all services as shown on Appendix D. At the conclusion of each budget year, the City will perform a salary review. The Contractor will make available for inspection reports and supporting documents (W-2's, etc) that substantiate the salaries allocated to the contracted services. Those salaries, combined with the burden percentage and profit margin, will result in the costs owed by the City for that year; up to the not-to-exceed price shown on Appendix D. If the amount owed by the City results in a refund due, the City will deduct the costs from the next month's contract. For the final year of the Contract, the City will withhold up to 15% of the final month's payment pending completion of the salary review. The exception for this will be Facilities Management which is footnoted on Appendix D.

Maintaining a highly trained and qualified staff is essential for the duration of the Contract. Accordingly, all burden ratios shall include at least 5% of the staff members' salaries to be budgeted for training and travel related to such training. The Contractor, at least annually, will consult with the City on the best use of those funds as described in Section 2.1(l). The training funding along with the burden and profitability ratios are not applicable to bidders of the Facilities Management Contract. Their price is not based on an FTE.

Additionally, Bidder should list annual rates for all team members for any additional related services that may be required beyond the scope of this RFP.

The City pays for software maintenance contracts, paving, patching, landscaping, etc. This is not the Contractor's obligation and should not be factored into the Contractor's pricing. However, if the Contractor must utilize proprietary or self-owned hardware and software (or other equipment) not contemplated within the scope of this RFP, the Contractor should include those costs.

\* \* \* END OF PROPOSAL FORMAT \* \* \*

#### **4. Evaluation Criteria**

The City, in its discretion, may award the Contract to the responsible and responsive Bidder(s) submitting the proposal that the City deems is the most advantageous, price and other factors being considered. To facilitate efficient evaluation sessions, the City asks Bidders to strictly follow the format mentioned in the RFP Section 3 – Proposal Format.

The City's staff will review all proposals submitted. After reviewing the proposals, the City may, at its discretion, invite to interview (at Bidder's expense) one or more of the Bidders whose proposals appear to best meet the City's requirements. Interview responses along with the written proposal and samples (if any), will become part of Bidder's submission evaluated pursuant to the evaluation criteria. The City reserves the right to short-list Bidders for further consideration.

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

##### **A. Proposed Management Plan and Approach of Work**

The Proposal shall outline the plan that the Bidder will use to provide the most effective delivery of services put forth by the City.

##### **B. Firm and Staff Qualifications**

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP. The Proposal shall include the resumes of those qualified personnel proposed to fill the duties of the assignments at the appropriate levels requested by this RFP.

##### **C. Cost Proposal Fee – (Submitted in a separate SEALED package from the technical proposal)**

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors. The City pays for software maintenance contracts, paving, patching, etc. This is not the Contractor's obligation and should not be factored into the Contractor's pricing. However, if the Contractor must utilize proprietary or self-owned hardware and software (or other equipment) not contemplated within the scope of this RFP, the Contractor should include those costs.

##### **D. References**

Bidders shall submit three (3) references for similar projects and only three. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

**E. Interviews (Optional)**

At its option, the City may invite firms in for a presentation and interview.

**5. Proposal Form**

**Proposal Form  
City of Dunwoody, GA  
RFP 20-04 Municipal Government Services Procurement**

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

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder 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 Bidder, 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 Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 20-04 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-04 Municipal Government Services Procurement, 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 Bidder 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 Bidder 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 Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder 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 Bidder under section 6.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

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

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

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

Addendum No. / Date

- 1.
- 2.
- 3.
- 4.
- 5.

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

Work, excluding transitional requirements, is to commence on or about January 1, 2021.

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

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

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

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be

compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

The Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

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

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

Address \_\_\_\_\_

|  |     |    |
|--|-----|----|
| Does your company currently have a location within the City of Dunwoody?         | Yes | No |
| Will your company accept the City's procurement card for payments from the City? | Yes | No |

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

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

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

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

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



## **6. Instruction to Bidders**

### **6.1 Intent**

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Bidders provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

### **6.2 General**

- A.** The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to [Purchasing@dunwoodyga.gov](mailto:Purchasing@dunwoodyga.gov). Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions, but discuss separately each term or condition that they take exception to or desire to change. Bidders should resolve any language issues with the Contract prior to bidding and not assume language will be altered after bids are accepted.
- B.** The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.
- C.** A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All

of the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.

- D.** The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- E.** There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.
- F.** The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

### **6.3 Environmental Sustainability**

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such, the City encourages the incorporation of environmental sustainability into proposals.

### **6.4 Examination of Proposal/Contract Documents**

All prospective Bidders shall thoroughly examine and become familiar with the Proposal package and carefully note the items, which must be submitted with the Proposal. (These Instructions to Bidders, the Request for Proposals, the Proposal Forms, the Contract, the General Conditions, and the Scope of Work are referred to herein as the "Proposal Documents" or the "Contract Documents"). Submission of a Proposal shall constitute an acknowledgment that the Bidder has read and understands the Proposal Documents. The failure or neglect of a Bidder to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

### **6.5 Addendum(s)-Changes While Proposing**

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to [Purchasing@dunwoodyga.gov](mailto:Purchasing@dunwoodyga.gov) no later than Friday, March 27, 2020 at 2:00 pm EST. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at the link below or by visiting Georgia's Department of Administrative Services (DOAS) web site at the link below. Prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

[https://dunwoodyga.gov/index.php?section=departments\\_purchasing](https://dunwoodyga.gov/index.php?section=departments_purchasing)  
<https://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments>

## **6.6 Preparation of Proposals**

- A.** Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.
- B.** All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Proposal Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.
- C.** If the Bidder is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Bidder to submit to the City at any time the

name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.

- D.** If the Bidder is a corporation or other state-chartered business entity, the City reserves the right to require the Bidder to submit to the City at any time, the name and business address of each officer, director, and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Bidder elects to use a fictitious name in its Proposal, a copy of the Bidder's fictitious name registration should be provided to City.

#### **6.7 Proposal Guaranty**

A Proposal Guaranty shall not be required for this Contract.

#### **6.8 Delivery of Proposals**

- A.** All Proposals shall be submitted in sealed envelopes marked on the outside according to the requirements stated in the RFP. Each Proposal shall consist of an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.
- B.** All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Proposals received after the time and date specified in the Request for Proposals for the opening of the Proposals will not be considered, but will be returned unopened.
- C.** Each Bidder's response to the Request for Proposals shall be at the sole cost and expense of the Bidder and such Bidder shall have no right or claim against the City for costs, damages, or loss of profits. The Bidder shall have no right to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.

- D.** Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

## **6.9 Communications Regarding Evaluation of Proposals**

To ensure the proper and fair evaluation of Proposals, the City prohibits any communication related to this contract and initiated by a Bidder or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Bidder during evaluation should be submitted in writing and delivered via e-mail to [Purchasing@dunwoodyga.gov](mailto:Purchasing@dunwoodyga.gov). Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

## **6.10 Withdrawal of Proposals**

No Proposal may be withdrawn after it is submitted unless the Bidder makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred eighty (180) days. Any Bidder withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Bidder's submission of a Proposal shall be deemed the Bidder's acknowledgment of an agreement to the provisions of this Section.

## **6.11 Disqualification of Bidders**

- A.** Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its Proposal:
- 1.** Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiating with the primary Contractor to provide

services. For purposes of this section, the term “affiliates” means firms, partnerships, corporations or other entities under common control;

2. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City;
  3. Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
  4. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
  5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
  6. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.
  7. Evidence of improper communication as described in section 6.9 above.
- B.** The City has adopted a policy, which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager and/or City Finance Director.

## **6.12 Rejection of Irregular Proposals**

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals;; fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Bidder's prices;; or contains other irregularities of any kind.



### **6.13 Notice of Intent to Award Contract**

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Bidder submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

### **6.14 Responsibility of Bidders**

- A.** City reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.
- B.** All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (entities other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.
- C.** For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least three (3) years.

### **6.15 Guaranty of Faithful Performance**

A Performance Bond shall not be required for this Contract.

### **6.16 Power of Attorney and Countersignature**

Not applicable.

### **6.17 Execution of Contract**

- A.** The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by the Bidder, and delivered to the City, before the Contract will be executed by the City.
- B.** A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 6.10).
- C.** The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

#### **6.18 Georgia Sales Tax**

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax-exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

#### **6.19 Subcontracts**

- A.** The Contractor's right to subcontract shall be governed by the provisions of Section 7.17 of the General Conditions.

- B.** Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.
- C.** The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

#### **6.19 Familiarity with Laws**

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested.

#### **6.20 Security**

The successful Bidder will be required to comply with all applicable standards of the City relating to security, which may be in effect or changed from time to time.

#### **6.21 Minority and Women Business Enterprise ("MWBE") Participation**

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

#### **6.22 Local Developing Business ("LDB") Participation**

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

#### **6.23 Insurance**

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 7.14 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

#### **6.24 Proposal Errors**

In the case of a Bidder's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in blue ink.

#### **6.25 Compliance with Occupational Safety and Health Act**

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

#### **6.26 Performance Standard**

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Contractor's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as, additional key performance indicators approved by the City Manager during the term of the contract. The Contractor shall commence tracking key performance indicators in January 2021.

#### **6.27 No Proposals**

In the event a potential Bidder elects not to submit a Proposal, such potential Bidder is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

#### **6.28 Public Records/Public Meetings**

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

\* \* \* END OF INSTRUCTIONS TO BIDDERS \* \* \*

## **7. General Conditions**

### **7.1 Scope of Work**

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Work attached hereto.

### **7.2 Regulations**

- A.** 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.
- B.** 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.
- C.** 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.

### **7.3 Work Hours**

- A.** The Contractor shall normally perform on-site work during standard work hours, which currently 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 outside the standard work hours. Non-standard work hours may be arranged with prior 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. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting often can be completed remotely via telephone, email or remote computer access. When emergencies or other unexpected events occur, there may be no advance notice provided.



- B. In the event an emergency condition is declared by the Mayor, City Manager or their respective designees, the Contractor will perform work during such hours as requested by the City.
- C. 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.)

#### **7.4 Contractor's Personnel**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. The Contractor shall transfer promptly from the City any employee or employees that the City Manager or designee 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.

- F.** 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.
- G.** 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.
- H.** While working on city property all Contractors' employees shall wear 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.
- I.** Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.

  - 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's Authorized Representative (CAR) 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.
  - 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.
  - 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 7.4.I.4), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
  - 4.** The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.

- J. 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.

## **7.5 Items Provided by the City**

- A. Work Location. The City of Dunwoody shall provide a work location for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' work locations.
- B. Uninterruptible Power Supply (UPS). The City of Dunwoody shall provide a power supply for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' power supplies.
- C. Printers. The City of Dunwoody shall provide a common-use (shared) printers for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' printers or printers for employees not using the common-use printers except when determined by the City a private printer should be provided.
- D. Office Space. The City of Dunwoody shall provide office space for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' office spaces.
- E. Utility Services. The City of Dunwoody shall provide utility services for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' utility services.
- F. Employee Parking. The City of Dunwoody shall provide employee parking for all full-time office-based employees proposed under this contract, as well as other team members working at a City Work Locations. It shall be the sole responsibility of the Contractor to provide for other project team members' parking including, but not limited to full-time employees traveling outside the City.
- G. Vehicles. On January 1, 2021, Contractor shall supply new vehicles necessary to perform the Contract(s). The quantity of vehicles shall be sufficient to provide

each person who routinely performs work throughout the City (e.g. Building Inspector) with access to a vehicle when needed. Pooled vehicles are acceptable as long as the quantity in the pool is sufficient to meet this requirement. It shall be at the City's sole discretion to resolve disputes as to whether the amount is sufficient. As a minimum standard, Contractor shall maintain vehicles in a manner acceptable to the City. Vehicles shall be free of any major defects. Paints, body, and interior shall have only minor (if any) blemishes, and there shall be no major mechanical problems. There shall be little or no rust on the vehicles. Engine compartment shall remain clean, with no fluid leaks. Tires shall match and maintain substantial available tread wear. Vehicles must have a clean title history. Vehicles must pass all required emissions tests. Vehicles shall not have any unsubstantiated mileage at any time. Vehicles shall be replaced at the Contractor's expense at any time the vehicle does not meet the City's standard, no less often than when the age of the vehicle reaches six years or 150,000 miles. The original (or replacement) vehicles' ownership reverts to the City at the conclusion of the contract. If the contract is terminated prior to the end of the 36th month, the City shall purchase the vehicle(s) at the published Kelly Blue Book trade-in value for the same vehicle in "good" condition provided the Contractor has adhered to the standards noted in this section. Contractor allows the City to utilize the vehicles when not in use by the Contractor. These vehicles are to be used exclusively to conduct the business of the City.

## **7.6 Tools and Equipment**

The City shall also supply furniture, fixtures, and equipment for all city offices and full-time office-based contractor employees. Equipment includes those items customarily supplied to office staff such as chairs, computers, phones and office supplies. Cellular phones are issued to City employees only. If an employee of the Contractor requires a phone, smart device, tablet, etc in order to accomplish the scope of the contract, the Contractor is expected to provide such equipment to the employee directly. The Contractor would be required to comply with all open records and IT security requirements associated with data and usage of such equipment.

## **7.7 Performance Requirements**

- A.** The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract provisions, 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.

- B. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- C. Dates for commencement and completion of work shall be coordinated with the City's CAR.
- D. 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.
- E. 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.
- F. Any and all materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

#### **7.8 Confidential Information**

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

- E. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

#### **7.9 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 unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

#### **7.10 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.

#### **7.11 Compensation - Invoice and Payment for Services**

- A. 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.
- B. 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. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract.
- C. The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. At a minimum, monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.
- D. 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.



- E. 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.
- F. 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.
- G. Annually, the City will perform a salary review to reconcile the salaries paid for contracted services to the City. Contractor will make available for inspection reports and supporting documentation, sufficient to the City's reasonable satisfaction, showing the direct salaries paid to employees providing services to the City. The City will combine the salaries of the direct employees, the overhead burden ratio and profit margin to determine the amount due for the Contract year. The City will owe the lesser of the not-to-exceed amount shown in Appendix D, Page III or the combined total of the direct salaries, burden and profit margin.
- H. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338.

#### **7.12 Compliance with Laws and Regulations**

- A. 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.
- B. 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.

- C. 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 O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

### **7.13 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 7.13 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 7.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

### **7.14 Indemnification and Insurance**

- A. 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 Contractor's negligent performance of this Contract, or the negligent 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 by the 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 7.14 (D) below by or in favor of any person described in Section 7.14 (E) below that is attributable to Contractor's negligence, 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, or (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City. The indemnification provisions of this Section 7.14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- B.** 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.
- C.** 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.
- D.** 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.

- E.** 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 7.14 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.
- F.** No provisions of Section 7.14 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.
- G. Insurance**

  - 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:

    - a)** Commercial General Liability Insurance including contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, with these required limits:

      - 1.** \$ 2,000,000 General Aggregate
      - 2.** \$2,000,000 Products & Completed Operations Aggregate
      - 3.** \$1,000,000 Personal & Advertising Injury
      - 4.** \$1,000,000 Per Occurrence
      - 5.** \$10,000 Medical Expense, and

- b)** Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. Such insurance is required even if Contractor is not bidding on service areas requiring routine access to motor vehicles, such as those outlined in Section 7.5 (G). Coverage must include liability for Owned, Non-owned and Hired Vehicles and provide a waiver of subrogation to the City.
  - c)** Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than \$5,000,000 per occurrence. Coverage must follow form with primary policy and coverage must be as broad as primary policy
- 2.** 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.
- 3.** Additional Insured Endorsement (Form CG 20 10 (07/04) and CG 20 37 (07/04) or equivalent). 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. Endorsement must not exclude the Additional Insured from Ongoing or Products - Completed Operations coverage. Coverage shall include a Waiver of Subrogation.
- 4.** 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 \$1,000,000 for "each accident," \$1,000,000 for "disease policy limit," and \$1,000,000 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. Contractor shall provide a Workers Compensation waiver of subrogation.
- 5.** 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 TWO MILLION DOLLARS (\$2,000,000.00) 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.

6. Health Insurance. Not applicable.
7. Garage Liability Insurance. Not applicable.
8. Garage Keeper's Legal Liability Insurance. Not applicable.
9. Crime Coverage Contractor must provide \$1,000,000 employee dishonesty coverage with coverage extended to 1st and 3rd party claims.
10. Pollution Liability Insurance. Not applicable.
- K. Deductibles. The Contractor's policies of insurance required by this Section 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.
- L. Other Insurance Requirements. All insurance policies required by Section 7.14 (G). 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 7.15 (B) 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 required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of 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.

#### **7.15 Surety Bonds/Letters of Credit/Liability Insurance**

- A.** A surety Bond/Letter of Credit is not required for this Contract.
- B.** Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be Admitted to issue insurance policies in the State of Georgia, and (b) must have no less than a "A-" 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.

#### **7.16 Contract Adjustments**

- A.** 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 to the scope of work will be set forth in a written Amendment to this Contract.
- B.** Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 7.18 (B) 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.

- C. 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.
- D. Upon the conclusion of the contract, the City may choose, at its sole discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

#### **7.17 Subcontractors**

- A. 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.
- B. 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 7.17. 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.
- C. 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.

#### **7.18 Default and termination**

**A.** In the event that:

- 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
- 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
- 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
- 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
- 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
- 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

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
  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.
- B.** 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 7.2 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, 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.
- C.** 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:

1. 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.
2. 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.
3. 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 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.

#### **7.19 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 (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, 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 CAR 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.

## **7.20 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) or 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 7.17 hereof.

## **7.21 Notices**

- A.** 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.
- B.** 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 and the City Attorney, 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  
4800 Ashford Dunwoody Rd  
Dunwoody GA 30388

With a copy sent to:



City of Dunwoody, GA  
ATTN: City Attorney  
4800 Ashford Dunwoody Rd  
Dunwoody GA 30388

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

## **7.22 Nondiscrimination**

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
2. Cancellation, termination or suspension of the Contract, in whole or in part.

**F.** Incorporation of Provisions. The Contractor shall include the provisions of subsections 7.22 (A) through 7.22 (E) 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.

**G.** 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.

### **7.23 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.

### **7.24 General Provisions**

- A.** The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. 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 Bidders, (vi) the Scope of Work, and (vii) the Request.
- B.** 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.
- C.** 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.
- D.** 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.
- E.** 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

- F.** 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.
- G.** 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.
- H.** 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.
- I.** 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 7.14 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.
- J.** 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.

- K.** 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.
- L.** 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.
- M.** 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; legible microfilm or microfiche, together with access to the applicable reader; compact disc, or similar medium. 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, 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.

- N.** 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.
- O.** 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.

- P. 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.
- Q. There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- R. Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Contract.
- S. 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.
- T. 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.
- U. 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.
- V. 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.



**W.** 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.

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

**Appendix A - No Response to Request for Proposals**

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

John Gates, Purchasing Manager  
CONFIDENTIAL – RFP 20-04  
City of Dunwoody  
4800 Ashford Dunwoody Rd  
Dunwoody GA 30338

Our company’s reason for not submitting a Proposal is:

Company Name

By:

Its:

Name & Title, Typed or Printed

**Appendix B - Affidavit**  
**Verifying Status for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for \_\_\_\_\_.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States citizen

OR

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:          Date

\_\_\_\_\_

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

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\*

\_\_\_\_\_ Alien Registration number for non-citizens

Notary Public

My Commission Expires:

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

### Appendix C - Information Technology Inventory

The following is an overview of the City of Dunwoody IT workloads (Table 1) as well as the list of servers running business applications (Table 2).

Table 1. IT Workloads

| <b>Workload Measures</b>           | 2011 | 2014 | 2019 |
|------------------------------------|------|------|------|
| Workstations Supported             | 105  | 146  | 162  |
| Enterprise Applications Supported  | 10   | 14   | 16   |
| Servers Supported                  | 18   | 37   | 48   |
| VOIP Phone Supported               | 85   | 109  | 152  |
| Cell Phone/PDA's Supported         | 45   | 115  | 174  |
| Mobile Broadband Devices Supported | 48   | 63   | 84   |

| <b>Productivity Measures</b>              | 2011 | 2014 | 2019 |
|---|------|------|------|
| Service Requests Received                 | 800  | 1346 | 1653 |
| Service Requests Completed                | 800  | 1340 | 1601 |
| Certifications/Training Courses Completed | 2    | 2    | 1    |
| Enterprise Software Deployments           | 3    | 5    | 3    |
| Laptops/Desktops Installed                | 45   | 10   | 60   |
| Servers Deployed                          | 4    | 11   | 3    |

Table 2. Servers and Applications

| Model          | Manufacturer | Operating System                                      | Applications              |
|----------------|--------------|---|---------------------------|
| Poweredge R520 | Dell         | ESXi 6.5  | ESXi 6.5                  |
| Poweredge R620 | Dell         | ESXi 6.5  | ESXi 6.5                  |
| Poweredge R620 | Dell         | ESXi 6.5  | ESXi 6.5                  |
| Poweredge R730 | Dell         | ESXi 6.5  | ESXi 6.5                  |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | Central Square RMS        |
| VMWare         | VMware, Inc. | Microsoft Windows 7 Professional x64                  | Gears                     |
| VMWare         | VMware, Inc. | Microsoft Windows 7 Professional x64                  | CourtTran                 |
| VMWare         | VMware, Inc. | Microsoft Windows 7 Professional x64                  | P2P                       |
| VMWare         | VMware, Inc. | Microsoft Windows 7 Professional x64                  | Mob2RMS                   |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | Domain Controller         |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | City Works with SQL       |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | Sire OnBase               |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | Netwrix                   |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2016 Standard x64            | BisCom Fax                |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | Microsoft Exchange        |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | ESRI Server               |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | NetMotion                 |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | Windows File Share        |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2012 R2 Standard x64         | Tyler Incode              |
| VMWare         | VMware, Inc. |   | Zoom Phone Recording      |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2016 Standard x64            | Genetec Suite             |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2016 Standard x64            | Axon                      |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2019 Standard Evaluation x64 | vShere Operations Manager |
| VMWare         | VMware, Inc. | Microsoft Windows Server 2019 Standard Evaluation x64 | vCenter                   |
| VMWare         | VMware, Inc. |   | Cisco CUAC                |
| VMWare         | VMware, Inc. |   | Cisco CUCM                |
| VMWare         | VMware, Inc. |   | Cisco UCXN                |
| VMWare         | VMware, Inc. |   | Cisco CIMP                |

Appendix D –Cost Table

Submitted by (FIRM) \_\_\_\_\_

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

Pricing may be, but is not required to be, included for each potential combination of service areas in addition to the individual service areas. For example, Bidder submitting a proposal for Parks and Recreation as well as Public Works may include a schedule for Parks and Recreation, a schedule for Public Works, and a schedule if awarded for both service areas. With seven service areas, this creates a potential for an excessive number of alternative pricing options. Accordingly, the City asks each Bidder to consider limiting the number of alternative schedules to the three most likely or most desirable combination of services in addition to the schedule(s) for individual service(s). Contractors may provide additional options, but they are not expected or required.

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus the burden and profit ratios not-to-exceed those ratios proposed in Appendix D.

Please provide the proposed costs for all applicable service areas. If your organization is not proposing for a specific service area, please indicate so by marking N/A in the corresponding row.

**Not-to-Exceed Price by Year and Service Area FIRM (\_\_\_\_\_)**

|  | <b>Not-to-Exceed Price by Year and Service Area</b> |                          |                          |                          |                          |                    |
|--|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------|
|  | <b>2021 <sup>1</sup></b>                            | <b>2022 <sup>1</sup></b> | <b>2023 <sup>1</sup></b> | <b>2024 <sup>1</sup></b> | <b>2025 <sup>1</sup></b> | <b>2021 - 2025</b> |
| <b>Public Works</b>                        |   |                          |                          |                          |                          |                    |
| <b>Finance and Administrative Services</b> |   |                          |                          |                          |                          |                    |
| <b>Planning and Zoning</b>                 |   |                          |                          |                          |                          |                    |
| <b>Information Technology</b>              |   |                          |                          |                          |                          |                    |
| <b>Permitting and Inspections*</b>         |   |                          |                          |                          |                          |                    |
| <b>Parks and Recreation</b>                |   |                          |                          |                          |                          |                    |
| <b>Facilities Management #</b>             |   |                          |                          |                          |                          |                    |

\*The City requests that all Bidders proposing for the Permitting and Inspection services shall provide the City with an alternative method of calculating the contract cost in lieu of the lump sum fee and will show the fee in the table above based on a percentage of an estimated \$1,000,000 in permitting and inspection revenues. (The City generated \$2,338,399. in 2018 and \$2,403,523 in 2019.) Please provide the proposed percentage of the permitting and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Permitting and Inspections: \_\_\_\_\_%

# The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.



**Submitted by (FIRM)** \_\_\_\_\_

The City will not compensate the Contractor for any “phase-in” or “ramp-up” expenses. Although services should be provided immediately upon commencement of the contract, any such costs incurred should be included in the burden ratio and spread throughout the duration of the Contract’s term. City shall pay the contractors in twelve payments for each month in accordance with the Contract’s General Conditions (Section 7.11 (B)) to be reviewed and adjusted in accordance with the Contract’s General Conditions (Section 7.11 (G)).

**Alternative Option One – Service Areas Included**

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**Alternative Option Two – Service Areas Included**

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**Alternative Option Two – Service Areas Included**

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Contracts may present additional options but an additional option(s) is not expected or required. If submitted, please use the format provided.

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

**Date** \_\_\_\_\_

**Printed Name and Title** \_\_\_\_\_

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

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

**Submitted by (FIRM)** \_\_\_\_\_

### **Cost Table**

Please use the following table to list all proposed positions as well as potential positions that may potentially be needed later during the term of the contract. Please use a separate cost table for each Service Area. For the second column labeled "FTE Equiv", please include the anticipated percentage of time the position will spend dedicated to City contracted services. If you anticipate that percentage changing during the contract term, please use a separate line for each time it changes, as exemplified below. Alongside each position, add the not-to-exceed annual rate of compensation for each position for each year of the contract. In the final two columns, add the burden ratio and profit ratio. Burden ratio should include all non-direct labor costs including taxes and benefits, back office support and project management, communication and transportation equipment, dues and training, phase-in costs, etc. As a reminder, the burden ratio should include at least 5% of the direct labor to be used as directed by the City for training and travel related to training as specified in Section 3.3.2 (except for Facilities Management).

The total shown above in Appendix D, Page III should be the sum of the proposed positions, burden ratio and profit ratio except for Permitting and Inspections and Construction Management reflected as a percentage of revenues.

# The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

**Firm Name** \_\_\_\_\_

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

| Position/Action                       | FTE<br>Equiv | 2021<br>Direct<br>Labor | 2022<br>Direct<br>Labor | 2023<br>Direct<br>Labor | 2024<br>Direct<br>Labor | 2025<br>Direct<br>Labor | Burden<br>Ratio | Profit<br>Ratio | Not-To-<br>Exceed<br>Position<br>Price |
|---------------------------------------|--------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-----------------|-----------------|--|
| EX. Accountant                        | 1.0          | \$50,000                | \$52,500                | \$55,125                | \$57,881                | \$60,775                | 50%             | 20%             | \$469,678                              |
| EX. Accountant                        | 0.5          |                         |                         |                         | \$25,000                | \$26,250                | 50%             | 20%             | \$87,125                               |
|                                       |              |                         |                         |                         |                         |                         |                 |                 |  |
| For Facilities:                       |              |                         |                         |                         |                         |                         |                 |                 |  |
| EX. Custodial/<br>Maintenance<br>Work | NA           | \$50,000                | \$52,500                | \$55,125                | \$57,881                | \$60,775                | -               | -               | \$469,678                              |
| EX.<br>Landscaping                    | NA           | \$1,000                 | \$2,000                 | \$3,000                 | \$4,000                 | \$5,000                 | -               | -               | \$15,000                               |
| EX. HVAC<br>Maintenance               | NA           | \$1,000                 | \$2,000                 | \$3,000                 | \$4,000                 | \$5,000                 | -               | -               | \$15,000                               |
|                                       |              |                         |                         |                         |                         |                         |                 |                 |  |
|                                       |              |                         |                         |                         |                         |                         |                 |                 |  |
|                                       |              |                         |                         |                         |                         |                         |                 |                 |  |
|                                       |              |                         |                         |                         |                         |                         |                 |                 |  |

**Appendix E – Examples of Previous Work with Similar Operations and Clients**

The Technical Proposal Contract may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material in an **Appendix: Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

**RFP 20-04 ADDENDUM 1**  
**Municipal Government Services**

3-25-2020

Addendum 1 refers to the Pre-Proposal Conference scheduled at 1 p.m. ET on Monday, March 30, 2020 becoming a call in conference. See details below.

**In light of the COVID-19 pandemic, the pre-proposal conference for RFP20-04 Municipal Services will be a call in conference. It is scheduled for 1 p.m. on Monday, March 30, 2020.**

Please click the link to join the webinar: <https://zoom.us/j/378808234>

Or iPhone one-tap: US: +13126266799,, 378808234#

Or call: US: 13126266799 Code: 378808234#

**Submittal Guidelines Remain Unchanged:**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked **“John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Government Services.”** Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, April 17, 2020**, at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

**RFP 20-04 Addendum 2 Municipal Government Services****April 7, 2020****Questions and Answers**

1. **What is excluded from the page count? Transmittal letter, cover pages, table of contents? What is included in the 50 page limit? For instance, front and back covers, section dividers, table of contents, et cetera?** The number of pages in the PDF will consist of the pages counted towards the 50-page limit and only pages in the Technical Proposal count towards that limit. The separate Cost Proposal and/or the Appendix of Other Work is not in that total. Any Appendix or Cost Proposal should be separate PDFs from the Technical Proposal. If you are bidding on more than one area, the Technical Proposal may exceed the 50-page limit as referred to in the next question. **If proposing on multiple departments is the page limitation 50 pages per department? (We don't think that we will need nearly that many pages, but we may need some pages beyond 50 to cover multiple departments.)** The 50-page limit is per section on which you are bidding. Example: If you bid on two sections, you then have 100 pages. **Are the required forms counted as part of the 50 page limitation?** Yes, everything except the Cost Proposal and the Appendix consisting of Other Examples of Work are within the 50-page limitation. **Clarification provided in the Pre-proposal Conference contradicts verbiage in the RFP. The RFP section 2.3.1 Technical Proposal Content: "The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty page limit in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or may not be read by reviewers and will not be considered part of the official proposal"** The Pre-proposal Conference: Mr. Vinicki commented that the 50 page limit referred to the number of pages in the pdf of the proposal. That limitation was referring only to the Technical Proposal, as references above. In summary – the 50-page limit is the Technical Proposal only and there is 50-pages per section on which one is bidding. Cost Proposal and the Appendix are separate.
2. **On page 68 of the RFP is the following text: Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Friday, March 27, 2020 at 2:00 pm EST. This date of Friday, March 27, 2020 at 2 p.m. EST was restated to Friday, April 3, 2020 at 2 p.m. ET at the pre-proposal conference.**

3. If we propose on multiple departments, we may need to provide more than the three reference projects. Can we provide three reference projects per department and not have the "extra" references count against the 50 page limitation? You may provide three references for each area on which you are bidding and the 50-page reference is per area of the Technical proposal.
4. Can you provide a list of the field service contracts held by the City, e.g. pothole patching and mowing, for the departments listed in the RFP and the number of work orders and dollar volume of activity for each for the two most recent years? The number of field service contracts involved in all area of city operations is large and not all information is tracked uniformly. Specific open records request by subject area may provide documents to answer questions for some activities.
5. Would the City view a bid that combined the Finance and Administration Department with any other department or departments as creating a conflict of interest? No, it would not be viewed as a conflict of interest.
6. Are hyperlinks to online content acceptable within the main body of the proposal? If hyperlinks are included within the proposal, evaluators do not have to go to the hyperlink (as information on hyperlinks may change after submittal) and the individual evaluator may deem the proposer non-responsive to that part of the proposal by referring to an outside source.
7. Can organizational charts be on 11 x 17 pages and if so would they count as one or two pages? All proposals are to be on 50 8 ½ x 11 pages. If you have items which expand beyond that limit, they should be broken into separate pages or condensed to 8 ½ x 11.
8. What is the breakdown on number and job title for employees currently on staff in the Planning and Zoning department, and the Permitting and Inspections department? For example, how many code enforcement officers, plan reviewers, planners, inspectors, etc. The current contracted staffing for each department, not just Planning, can be fluid based upon the needs at a given time, some individuals working currently are fractional staff split between Dunwoody and other cities or counties. We refer all proposers to the existing contracts and amendments to those contracts for references to possible FTE alignments. Under 1.2 of the RFP, it states: "Accordingly, head counts, existing staff evaluations, organization structures and costs may not be relevant to proposals for this RFP and should be considered only under this understanding." Understanding that past and current contractor staff supporting the City may be different than what has been provided, will the City provide historical or current FY data regarding FTEs of staff provided by contractors for each department along with position descriptions and related labor category qualifications sought by the City? The city does not keep uniform information on contracted by department and we refer proposers to the existing contracts and amendments. Along with labor categories and position



descriptions, will the City provide information regarding levels of experience for the service positions sought by the City? The City assumes the proposals will provide the proper levels of experience to cover the scope of services.

9. Also, will you still be requiring physical copies of the proposal to be submitted or will you be moving to an upload or email submission? In light of the COVID-19 outbreak and the subsequent obstacle to safely accessing printers and binding supplies, would the City of Dunwoody consider accepting online-only submittals? The hard copies and delivery method will still be required. While City Hall is closed to the public, deliveries are still accepted by all couriers.
10. Would the City delay or eliminate the requirement for a notary to attest to required signatures? For the purpose of this proposal, the use of a notary to attest is waived. However, a notary will be needed at contract signing stage for the successful firms.
11. Concerning Information Technology: How many full time IT employees will this IT Manager (contractor) manage? Are you replacing your whole IT full time staff, or just some key roles? Which roles? There are no full time city employees in Information Technology; the contract would be to manage the entire department. These mid-to-upper level specialists to primarily support public safety systems will be onsite? Staff to assist with public safety and all non-public safety supporting staff are expected to be on site as needed to accomplish the tasks in the proposal. Will all hardware, software, maintenance costs be covered by The City as the owner of the assets? The cost to maintain hardware and software owned by the City will be covered by the City. Any proprietary software to be used exclusively by the chosen vendor is to be covered by the vendor.
12. First, which City staff members (direct or contracted) have been asked to serve as an evaluator on the proposals? Exact membership of all City staff members has not been determined given the current COVID-19 pandemic, but fulltime department heads will be an evaluator over their areas and no contractor will be allowed to evaluate any proposal or participate in its review. Secondly, will any contracted personnel (including the purchasing manager) have access to the technical or pricing proposals before they are available to Council as a recommendation or otherwise made public? With the exception of the purchasing manager, contracted staff will not participate in any part of the evaluation process. The purchasing manager will be acting in an administrative duty only and not as an evaluator. Contracted staff will have access to any records available under the Georgia Open Records Act as if they were not working for the City.
13. What are the problem areas and trouble shooting involved with the website today? Currently, IT staff work trouble shooting minor website issues and working with the third party application, but the majority of issues are addressed by the third party vendor. If there are additions or changes need, how is that process handled? If

additional work outside of the scope is needed a contract amendment would be required. It would have to be approved by Mayor and Council.

14. On the cost table, example shown on page 112 of the RFP. Can a firm choose to combine the Burden Ratio and Profit Ratio into a single percentage number? For departments where burden and profit ratio information is required, those items may not be combined and doing so may make the bid considered non-responsive.
  
15. Given that the City has added a Facility Management Department, does the following still apply under Finance and Administration? 1.3.1.9 Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management. The item contained in the Finance RFP 1.3.1.9, does not appear to belong in the Finance RFP. Correct. This aspect should be removed under the Scope of Work for Finance & Administration.
  
16. It would appear there might be a discrepancy in the numbering in the RFP. Correct. In the final uploaded version of the RFP, the automatic numbering system changed Section 2 into a second Section 1 and changed Section 3 to Section 2 by accident. The numbers following the 1 or the 2 in changed sections were still correct in most all instances. (Ex: 2.2.1 became 1.2.1. in most instances.) The auto numbering self corrected with Section 4. Proposals listing items in the Scope of Services can use the original listing or modify them. Firms should at minimum maintain the same order. There is no section 2.1(g) as referenced on page 57 (and five other places). "2.3.1.3.2 Qualifications of Staff - The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. – See Section 2.1(g) regarding staff reassignments. In addition, Bidders shall provide answers to the following: ..." On RFP page 55, element 2.3.1.2 states: "Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services." Should this reference be to element 1.1 Scope of Required Services found on pages 8-11 of the RFP? Correct. In the posted RFP, this would be the second Section 1.1(g). 3.3 Proposal Content has sub-numbering that sequentially begins with 2.3.1. There are two bullets in the posted RFP (Section 2 Proposal Format ) which kept the Section 3 number: They are 3.3 Proposal Content and 3.3.2 Cost Proposal Content. Section 2.3 Finance and Administrative Services is 2.3 in the TOC and incorrectly sequentially numbered beginning with 1.3 in the detailed discussion beginning on page 21. In summary, all items between pages 8 and 52 should start with the number 2 not 1, items between pages 53-50 should start with a 3 not 2.

17. Would the City honor a bidder's request to hold in confidence resumes marked "Confidential"? This pertains to individuals who currently work for other organizations submitting a letter of commitment to join the contractor's team as a new hire in support of the City. All information submitted in any RFP that is subject to the Georgia Open Records law will remain so.
18. To conserve space and avoid duplication, will the City accept proposals presented in an order different from the RFP so long as the proposal responds to each element requested by the City and includes specific cross-references clearly identifying which RFP element is being referred to? For example, under the General Service delivery requirements, could common activities, such as those related to staffing and training, be grouped and addressed together as an integrated activity, once again, so long as specific cross-reference is made to respective RFP elements being addressed? Under 2.3.1.2 of the RFP, it states that "Failure to address any item listed below may result in rejection of a proposal." The RFP then lists seven general requirements that the City would like offerors to respond to. Given that most of the requested information identified by the seven bullets is covered under General Requirements items a – ee, can offerors organize their response to requirement a – ee so that they address the seven bulleted requirements to avoid duplication? The proposals by bidders are to maintain the same order as requested. Proposals may refer to a previous answer in the response for brevity, but omitting the answer and combining elsewhere is not permissible. Example. "This is addressed in 2.X.X.2" would be permissible. To combine those answers at one location and not refer to where it is could be considered non-responsive by an evaluator.
19. Will the City consider establishing a budget and funding for "Other Direct Costs" for items the contractor is expected to provide? (Uniforms, boots, tablets, any non-training related travel for example). This budget would be priced separately from labor pricing, identified as an ODC pool of dollars, and would be utilized upon review and approval from the City. Those costs are assumed to be within the burden cost provided in the proposal.
20. Does the City's Finance and Administrative Services contract provide administrative service support for respective SOW service areas 2.2 - 2.8? Or should the offeror include administrative support as part of its staff plan if the offeror believes such support is necessary? The administrative support for Finance & Administration is for that department as well as for overall city functions – front desk support and the city manager's office. Should the provider feel that they would need administrative support for their department individually that should be included in the proposal.

21. **Will the annual reconciliation of billed amounts compared to amounts derived from W-2 data be performed by individual labor category or by each service area?** By service area.
22. **Does the City accept electronic plans for review?** Yes.
23. **Is CDBG support services provided under Planning and Zoning?** The City does not currently accept CDBG funding, however that function would fall under Community Development.
24. **Can bidders propose alternatives to FTE pricing for specialized services such as the security component of IT?** For Information Technology, the official proposal must be based on FTE. The scoring will be based on that form of cost proposal and no firm will be selected based on an alternative cost proposal being present in their submittal. However, if a firm includes an alternative in their scope and that firm is selected as the finalist, they may ask to negotiate using their alternative model, but the City reserves the right to reject that alternative and hold the firm to their original cost proposal.
25. **Will the City consider contract changes based on a review by our insurance company representative?** It may be considered with successfully bidding firms.
26. *The following questions were submitted shortly before the deadline. Due to the COVID-19 pandemic and a temporary staff shortage, we have not been able to address them as of yet, but plan to as soon as possible in another addendum.*
1. *Can we get a complete listing you're your inventory? You have 48 servers in your total but list only 27 ( including the VMware hosts ) in the inventory. ( including specifications of each )*
  2. *What is your email platform? What version are you running?*
  3. *Do you have mail archiving*
  4. *Can you supply an inventory of networking equipment? Switches, routers, firewalls*
  5. *Do you have a mobile device management platform. It is in house or provided by a service.*
  6. *Is your VOIP phone system provided as a service or in house.*
  7. *What are your 16 enterprise applications.*
  8. *Of your 162 workstations supported, how many are windows 7, windows 8, windows 10, non windows, how many workstations are running home version.*
  9. *of your 48 servers how many are 2008 server or older, how many 2012, 2019.*
  10. *How many SQL servers are in use. versions.*
  11. *How many applications share SQL servers.*
  12. *What ISP speed do you have at your location(s)*
  13. *How are the Cities sites interconnected on the network.*

- 14. In the case of a DR scenario, how many of your servers would be considered mission critical. ( of the 48 listed )*
- 15. How do employees work remotely, if there is a remote working policy in place.*
- 16. How does public safety connect to the network.*
- 17. What is the distribution of Public safety equipment to City Equipment ( servers/workstations/phones )*
- 18. How much total data do you have in use across the 48 servers. How much of that data applies to mission critical servers.*
- 19. 1.5.2.8 Does the city want the vendor to host the City's email service or is the city requesting a contact list from the vendor?*
- 20. 1.5.2.9 Does the City have a compliance policy for the DR plan or is this a state requirement?*
- 21. 1.5.11 Is the city requesting for the vendor to archive and host historical emails or just provide discovery services?*
- 22. 1.5.2.13 Does the city want the vendor to provide offsite storage in addition to the city's files servers? Does the city want the vendor to host a VPN for remote users or for the vendor to configure a VPN tunnel for the city?*
- 23. Does the city require all staff to be onsite or would be open to having a hybrid approach of some staff on-site and some remote.*

**Pre-Proposal Conference Attendee List on March 20, 2020****City Staff**

Eric Linton, City Manager  
Sharon Lowery, City Clerk  
Billy Grogan, Police Chief  
J. Jay Vinicki, Assistant City Manager  
Linda Nabers, Finance Director  
John Gates, Purchasing Director  
Ginger LePage, IT Manager  
Nicole Stojka, HR Director  
Richard McLeod, Community Development Director  
Brent Walker, Parks and Recreation Director  
Michael Smith, Public Works Director  
Michael Starling, Economic Development Director

**The below list consists only of those individuals outside of City staff that responded by email that they attended the pre-proposal conference. Due to the nature of call-ins for the teleconference, this list is assumed to be incomplete.**

Chris Pike  
Carlos Huntley – Coffeetree Group  
James Sibel – Coffeetree Group  
James Wardrop – Coffeetree Group  
Matt Houser – Jacobs  
Prasad Yedavalli – 3Di  
Laura Cook – JAT Consulting  
Rachel Bembry – JAT Consulting  
John Wesley Scales, Jr. - Diversified Technologies, LLC  
John Dulmer – Jacobs  
Bob Koncar – Inframark  
John Drysdale – Lowe  
Kevin McOmber – CPL  
Ariel M Robles – TekRecruiters  
Steve Willienborg – Nova  
Robert Porche - Jacobs

**RFP 20-04 Addendum 3 Municipal Government Services****April 8, 2020****Questions and Answers**

- 1. Can we get a complete listing you're your inventory? You have 48 servers in your total but list only 27 ( including the VMware hosts ) in the inventory. ( including specifications of each )** See attached spreadsheet
- 2. What is your email platform? What version are you running?** Exchange 2013 Standard
- 3. Do you have mail archiving** Yes.
- 4. Can you supply an inventory of networking equipment? Switches, routers, firewalls** The request list is very general and we recommend using a specific open records request for documentation associated with it.
- 5. Do you have a mobile device management platform. It is in house or provided by a service.** Maas360
- 6. Is your VOIP phone system provided as a service or in house.** In house-cisco PBX
- 7. What are your 16 enterprise applications.** OnBase, Incode, TCM, Central Square, Exchange, City Works, ConnectWise, Genetec, ArcGIS, UCS, Veeam, Sharepoint, Maxview, Office, Axon, Maas360
- 8. Of your 162 workstations supported, how many are windows 7, windows 8, windows 10, non windows, how many workstations are running home version.** Windows 10 Pro and Windows 7 Pro
- 9. of your 48 servers how many are 2008 server or older, how many 2012, 2019.** 2 – Server 2008. 24 – Server 2012. 10 – Server 2016. Remaining servers are Linux.
- 10. How many SQL servers are in use. versions.** 8 – SQL Server 2012 Standard. 3 - SQL Server 2016 Express. 1 SQL Server 2008 Standard
- 11. How many applications share SQL servers.** None
- 12. What ISP speed do you have at your location(s)** 100



**13. How are the Cities sites interconnected on the network.** Sites are connected via a combination of site-to-site IPsec VPN tunnels and routing over private point-to-point links

**14. In the case of a DR scenario, how many of your servers would be considered mission critical. ( of the 48 listed )** ~10

**15. How do employees work remotely, if there is a remote working policy in place.** Employees work remotely using a variety of methods. The employee handbook discusses working from home.

**16. How does public safety connect to the network.** They use a secure VPN

**17. What is the distribution of Public safety equipment to City Equipment (servers/workstations/phones )** Without knowing what specific equipment is included in this request, it is impossible to calculate.

**18. How much total data do you have in use across the 48 servers. How much of that data applies to mission critical servers?** See attached spreadsheet. ~30 TB for just mission critical.

**19. 1.5.2.8 Does the city want the vendor to host the City's email service or is the city requesting a contact list from the vendor?** Email is current on premise on Exchange 2013 but will be migrated to Office 365 this fiscal year. The vendor will oversee that management.

**20. 1.5.2.9 Does the City have a compliance policy for the DR plan or is this a state requirement?** Disaster recovery policies are to be overseen by the vendor and in compliance with all federal and state laws.

**21. 1.5.11 Is the city requesting for the vendor to archive and host historical emails or just provide discovery services?** Archiving email is currently done by Barracuda and the vendor will oversee that management.

**22. 1.5.2.13 Does the city want the vendor to provide offsite storage in addition to the city's files servers? Does the city want the vendor to host a VPN for remote users or for the vendor to configure a VPN tunnel for the city?** Offsite storage is done by Microsoft Azure and at the City Annex. The vendor's must oversee and manage efforts for offsite storage.

**23. Does the city require all staff to be onsite or would be open to having a hybrid approach of some staff on-site and some remote.** The vendor is expected to have staff in place to complete the work in the scope of services.

Note: Addendum Three mistakenly included a file with security related information non-redacted. Those pages have been redacted in this contract.