# DEPARTMENT OF WATERSHED MANAGEMENT

# ARCHITECTURAL, ENGINEERING, DESIGN AND CONSTRUCTION PHASE SERVICES

**Andre Dickens**
**Mayor**
**City of Atlanta**

**Greg Eyerly**
**Commissioner**
**Department of Watershed Management**

## PART 1: INTRODUCTION

The City of Atlanta Department of Watershed Management (DWM) is a regional public water and wastewater utility serving 1.2 million people each day. The Department's core services include treatment and distribution of safe drinking water; collection and treatment of wastewater to a high standard; management of watersheds within the City of Atlanta; and customer care and billing services for 176,000 accounts. The Department's vision of being a leader in innovation, service and value is supported by eight strategic priorities: Service Delivery, Infrastructure Reliability, Workforce Development, Operational Efficiency, Financial Resilience, Compliance, Smart Utility, and Safety and Security. The Department's Fiscal Year 2026 operating budget is $733M and the current 5-year capital improvement program is $1.39B.

The mission of the Department of Watershed Management is:

- Delivering excellent customer service through a motivated, skilled, and empowered workforce
- Ensuring treatment and delivery of high-quality drinking water as well as collection and reclamation of wastewater to a high standard while implementing innovative solutions for resource recovery
- Sustainable stormwater management, integrated planning and mitigation of the adverse impacts of flooding, while leveraging partnerships to protect, restore and enhance our watersheds; and
- Building the capacity to be a strong partner in the resilience of our City.

DWM's core values are:

- Teamwork – focusing our collective strengths to deliver service
- Integrity – adhering to high ethical standards; doing the right thing at the right time for the right reasons
- Customer Centric – understanding needs and delivering on our promises
- Accountability – accepting responsibility for our actions
- Employee Commitment – valuing our employees as our most valuable resource

### 1.1 Watershed Management Systems

#### A. WATER

The City obtains its drinking water from the Chattahoochee River through two raw water intakes located downstream of Lake Lanier, a multi-purpose water reservoir

owned and operated by the U.S. Army Corps of Engineers. The City is permitted to withdraw a combined total of approximately 225 mgd. The raw water is treated at the City's three water treatment plants, one of which (along with a raw water intake) is jointly owned with Fulton County. The WTPs have a combined treatment capacity of 246.4 mgd. The City's distribution system includes over 2,700 miles of water distribution pipelines ranging in diameter from 2 to 96 inches, four finished water pump stations, three re-pump stations, 11 booster pump locations (eight of which are in reserve), two raw water pump stations, one reservoir emergency draw-down pump station, four surge tanks and 12 ground and elevated storage tanks.

The City's retail water service area includes the City, unincorporated areas of Fulton County (south of the City), the areas located within the cities of Sandy Springs and Chattahoochee Hills and portions of incorporated areas located in South Fulton. The City's wholesale water customers include three cities in Fulton County (Hapeville, Fairburn and Union City), and the counties of Coweta (Coweta County Water and Sewerage Authority), Clayton (Clayton County Water Authority) and Fayette. The City supplies water needed by the wholesale customer cities and a limited portion of the total water needed by the wholesale customer counties.

**B. WASTEWATER**

The City's wastewater treatment and collection system encompasses more than 2,150 miles of sanitary and combined sewers, three permitted water reclamation centers (WRCs), two permitted Combined Sewer System (CSS) Water Quality Control Facilities (WQCF), four permitted Combined Sewage Control Facilities (CSCFs), and 16 pump stations. The three WRCs: the R.M. Clayton WRC in northwest Atlanta, the Utoy Creek WRC in unincorporated Fulton County and the South River WRC in southeast Atlanta, have a combined hydraulic treatment capacity of 220 mgd and are permitted to discharge up to 188 mgd, based on a monthly average, under a combined permit (NPDES Permit No. GA0039012). Each WRC receives wastewater from one or more pump stations and multiple trunk sewers. All three of the permitted WRCs discharge treated effluent to the Chattahoochee River. The Intrenchment Creek WRC sends partially treated effluent to the South River WRC where it receives further treatment. Since the effluent from the Intrenchment Creek WRC is discharged via the NPDES-permitted outfall for the South River WRC, the Intrenchment Creek facility does not have a NPDES permit.

The City's wastewater service area is regional, though the City's wastewater collection and transmission system, with a few exceptions, is geographically located within the City's corporate limits. This system collects wastewater from the City of Atlanta and is also used to convey wastewater from portions of Clayton County, College Park, DeKalb County, East Point, Fulton County and Hapeville customers to the City's WRCs for treatment. Together, the City's WRCs serve a total area of 225

square miles; with the City's WQCFs and CSS Control Facilities providing supplemental capacity for an area of approximately 11 square miles.

The wastewater system is operated pursuant to environmental permits issued by the State of Georgia in accordance with the requirements of the federal Clean Water Act and the Georgia Water Quality Control Act. In 1998, the City entered into the first of two federal Consent Decrees to establish control over the City's Combined Sewer Overflows (the CSO Consent Decree), which required the City to achieve full compliance with environmental permits, the federal Clean Water Act and the Georgia Water Quality Control Act with regard to the City's CSS Control Facilities. The City completed the work required under the CSO Consent Decree in October 2008, including partial separation of three combined sewer areas and tunnel construction. In 1999, the City entered into a second Consent Decree, referred to as the First Amended Consent Decree (FACD), and in 2012, the City was granted an extension of the final completion date from July 1, 2014 to July 1, 2027.

### C. WATERSHED PROTECTION

The Department of Watershed Management delivers a broad variety of watershed protection services, frequently in collaboration with other City departments such as the Department of Public Works and the Department of Parks and Recreation. These services include a variety of activities required under the Department's NPDES permits and other water-quality related regulatory requirements. The Department works collaboratively to perform a number of stormwater management and drainage functions. The City's watershed protection assets serve the 136.3 square miles of area within the City of Atlanta jurisdictional boundaries including approximately 125 square miles of municipal separate storm sewer system infrastructure.

The City of Atlanta is classified as a Phase 1 Municipal Separate Storm Sewer System (MS4) community, and just recently received the 2019 MS4 permit (GAS000100).

In 2015, with reissuance of the NPDES permits for the East Area and West Area CSS Control Facilities, the Georgia EPD included new requirements for development and implementation of an Integrated Plan regarding the City's approach to address metals in stormwater runoff discharged via the City's six Combined Sewage Control Facilities. The Integrated Plan was submitted on schedule to the Georgia EPD on August 18, 2017.

## 1.2 Watershed Management Capital Improvement Program

The Department's 5-year Capital Improvement Program (CIP) is currently estimated at $1.39B and is derived from short, mid and long-term project needs identified in the current masterplans for water supply and conservation management, wastewater and

watershed protection management. Together the current masterplans represent approximately $8.7B in capital investment needs. The CIP is categorized as follows:

- Water
    - Water Supply
    - Drinking Water Facilities
    - Water Distribution
- Wastewater
    - Water Reclamation Centers (and related facilities)
    - Wastewater Collection
    - Wastewater Consent Decree
    - Watershed Protection
- CSO Facilities
- Stormwater
- General Support
    - Facilities Management
    - Support Services

It is the intent of the Department of Watershed Management to utilize the services procured by this solicitation to assist with implementation of the current CIP and future project needs identified in the master planning effort underway as well as urgent need projects required to address infrastructure improvement needs, compliance and O&M engineering support.

## PART 2: INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **Services Being Procured:** The City of Atlanta ("City"), on behalf of its Department of Watershed Management, has issued this Request to procure services from qualified proponents ("Proponent" or "Proponents") for the purpose of selecting and entering into agreements with up to six (6) professional services consultants to provide the following services ("Services"): Engineering design, including initial planning, programming, design, engineering support during construction and start-up, and knowledge transfer for water conveyance, water/wastewater treatment, water distribution, wastewater collection, watershed protection including stormwater drainage system, and power projects. The selected Proposers will assist DWM staff in the implementation and completion of various Watershed Management projects on an as-needed basis, and may be called upon to provide related services for a portion of projects at any stage. Selected Proposers may also be called upon to provide other related engineering design services during the term of the Professional Services Agreement ("Agreement"). A more detailed Scope of Services ("SOS") sought by this procurement is set forth in **Exhibit A.**

2. **Contract Term:** The City anticipates awarding Agreements to the six (6) highest-ranked Proponents. Each Agreement will be for a term of three (3) years with two (2) one-year renewal options. The City reserves the right to commence, close, reduce or extend Proponents services at any time in response to changing needs and the availability of funds, subject to the restrictions of Section 2-1205 (c) of the City of Atlanta's Code of Ordinances.

3. **Compensation Under This Contract:** Compensation under this contract will be provided as: 1) labor-related costs by hourly billing rates for hours worked, and 2) separately billed reimbursable expenses or other direct costs (ODCs) as approved.

4. **Applicable Rates, Markups:** For fair comparison purposes, all billing rates shall reflect 2026 billing rates. The selected Proponents will only be allowed to escalate its 2026 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the Atlanta MSA for Urban Wage Earners and Clerical Workers. Billing rates will be fixed for the first year of the contract, and may be adjusted annually thereafter, pending a timely request and approval by the user agency.

   Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm's proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate. Each firm's proposed OPR, or "multiplier," shall apply to all proposed staff and substituted, new, or added staff for the duration of the contract and shall include all miscellaneous and incidental costs of work other than those as specifically defined as direct reimbursable expenses**. The maximum billing rate is $280/hour.**

Compensation for any portion of the contract services performed by a principal of the successful Proponent or Subconsultant firm will be capped at a maximum billing rate of **$280/**hour. No fee shall be paid on such services. A "principal" means an individual who is duly authorized to legally bind the firm. Depending on the firm, the principal may be an owner, corporate officer, associate, partner, etc. With respect to a corporation, an owner who owns ten (10%) or more of the voting stock is deemed to be a principal, even if he/she does not have the authorization to legally bind the firm.

The Proponent's billing rates and Effective Overhead and Profit Rate (EOPR) provided in the Overhead and Profit Schedule (OPS) will be non-negotiable during the Agreement award process and the duration of the Agreement. The EOPR will apply to the billing rate of all sub-consulting firms not listed in the OPS. If a new sub-consulting firm is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate. The EOPR will also apply to all amendments to the Agreement.

The Proponent may be required to provide certified payroll records documenting the actual salaries of all individuals who will be added to the Project (i.e., individuals not listed in the OPS). The Proponent should note that the City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Proponent. Individuals listed in the OPS, and for whom resumes and qualifications have been submitted as part of the proposal, are expected to be provided to the project team.

The Proponent shall provide the markup on Subconsultant labor costs as a separate line item in the OPS. Markups are limited to 5% of Subconsultants' actual labor costs. ***Markups on ODCs or materials for either the Proponent or its Subconsultants are not allowable.***

5. **Overhead and Profit:** Proponents must submit an Overhead and Profit Schedule (OPS), produced in Microsoft Excel using the template provided in **Exhibit A.1**, to provide an OPS that must include the base hourly rate and each firm's overhead and profit rate (OPR, or "multiplier") for each staff member for the Prime Proposer (or JV Partners) and all Subconsultants expected to work on the Project. Only one overhead and profit rate must be listed for each firm. The OPS must include the markup on subconsultants labor costs. The base hourly rate is the employee's earned income hourly rate, which shall not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

   All costs to manage and administer the services under the Agreement must be included in each firm's "multiplier." Only individuals who are assigned to the proposed team or have been approved by DWM to be added to the Agreement,

and are performing tasks directly related to the Agreement, will be allowed to charge their time on the approved task orders.

Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") will be calculated by dividing the Total Actual Labor Cost by the Total Base Labor Cost. EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR shall not exceed 3.20.**

Any Proponent that does not submit a completed OPS and/or does not comply with the maximum allowed EOPR will not receive any points for the OPS portion of the proposal evaluation. Furthermore, it is within the sole discretion of the City to reject any proposal that does not comply with the OPS and maximum billing rate requirements.

6. **Other Direct Costs:** Direct reimbursable expenses or other direct costs (ODCs) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. All ODCs are subject to pre-approval in writing by the designated contract administrator for DWM. Eligible items for reimbursement as ODCs will be included in the Agreement.
7. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this solicitation is Code Section 2-1189. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this solicitation, by reference.
8. **Minimum Qualifications:** Each Proponent team member (Service Provider Key Staff) shall have the minimum qualifications set forth in **Part 3.**
9. **Authority to Transact Business in Georgia:** Each Proponent must submit with its Proposal, documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
10. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by the City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in the City's Code of Ordinances and other applicable laws.

11. **Joint Ventures:** Proponents will be required to form a Joint Venture ("JV"), each party to the JV will be required to fully complete and submit the Required Submittal Forms.
12. **Conflict of Interest:** If Proponent is awarded a Services Agreement, Proponent cannot be awarded a Program Management Services contract for the Department of Watershed Management.
13. **Confidentiality Agreement:** The successful proponent will be required to execute a Confidentiality Agreement with the City.
14. **Participation:** Neither the successful Proponent nor any of the parties to the JV are eligible to perform construction services for which the Proponent has performed design services. Any sub-consultants or sub-contractors hired by the successful Proponent may perform other services as determined by the City. Sub-consultants/subcontractors are required to submit a written request to the Department's designee in order to receive a determination.
15. **Other Solicitations:**
    A. The City reserves the right to issue solicitations for specific projects that are independent of architectural, engineering and design services. Except as stated in Paragraphs 20 and 21 of these Instructions, successful Proponents under this solicitation are not precluded from responding to such solicitations.
    B. The City reserves the right to issue solicitations for other on-demand professional services, including generically defined projects or groups of projects. Successful Proponents under this solicitation are precluded from responding to such solicitations.

## PART 3: MINIMUM QUALIFICATIONS

The Proponent must satisfactorily demonstrate the ability to meet the minimum qualifications set forth below to be considered as qualified. If qualifying as a JV, the JV, as a Contracting Entity, must meet the minimum qualifications collectively, except where otherwise specified in this solicitation.

Proposals must clearly demonstrate compliance with the specified minimum qualifications. Proposals that do not clearly demonstrate compliance with the minimum qualifications may be rejected by the City without further consideration; however, the City reserves the right to request clarification from Proponents who fail to meet any minimum qualification requirements prior to rejecting a Proposal for failure to demonstrate compliance.

### 3.1 Prime Proponent and Lead Joint Venture (JV) Partners Qualifications

- A Proposer cannot be a Prime Proposer or JV Partner on more than one (1) proposal. In addition, if a Prime Proposer or JV Partner intends to be listed as a subconsultant on another competing proposal this should be fully disclosed to

the impacted parties. Any Joint Venture (JV) responding to this solicitation must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

- To qualify for award of the Agreement, the Prime Proponent or JV Partners must demonstrate relevant expertise to successfully perform their role and responsibilities in performing as-needed engineering design services as described.
- To qualify as a Prime Proponent or Lead JV Partner for this Agreement, a Proponent must possess a minimum of twenty (20) years in business performing multidiscipline engineering design for water/wastewater treatment, water distribution, wastewater collection, watershed protection and all other associated projects; **OR**

  A minimum of: (i) fifteen (15) years in business for multidiscipline engineering design for water/wastewater treatment, water distribution, wastewater collection, watershed protection and all other associated projects; **AND** (ii) a principal, partner or principal officer responsible for making significant administrative and business decisions on behalf of the firm with at least twenty (20) years' professional engineering experience in those fields. The fifteen years "in business" and the twenty-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other. The City will credit any relevant experience of a firm's principal, partner, or principal officer(s) responsible for making significant administrative and business decisions on behalf of the firm only if: (i) the individual is not designated to fill a "key" staff role; (ii) the proposer demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of proposer's performance under this Agreement based on the individual's present management/supervisory role with the firm and the individual's anticipated involvement in the management/supervision of the services under this Agreement; and (iii) the individual has been employed by or associated with (i.e., as an owner or partner) the firm for a period of at least one (1) year prior to the due date for submittal of proposals; **AND**

  Demonstrated experience in a lead role (as a Prime Proponent or Lead JV Partner) managing at least one (1) relevant, similar as-needed engineering design agreements for water/wastewater infrastructure with a contract fee of at least $3 million. Proponents must provide one reference project as indicated in Section 3.3 to demonstrate this experience.

- The Prime Proponent or Lead JV Partner shall not have had any contracts with the City terminated due to poor performance.

### 3.2 Non-Leading JV Partner

- A minimum of fifteen (15) years in business performing multidiscipline engineering design for water conveyance, water/wastewater treatment, water distribution and wastewater collection projects; **OR**
- A minimum of (i) five (5) years in business performing multidiscipline engineering design for water conveyance, water/wastewater treatment, water distribution and wastewater collection projects; **AND** (ii) a principal, partner or principal officer responsible for making significant administrative and business decisions on behalf of the firm with at least fifteen (15) years' professional design experience in those fields. The five-year "in business" and the fifteen-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other. The City will credit any relevant experience of a firm's principal, partner, or principal officer(s) responsible for making significant administrative and business decisions on behalf of the firm only if: (i) the individual is not designated to fill a "key" staff role identified in Section 3.3, below; (ii) the proposer demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of proposer's performance under this Agreement based on the individual's present management/supervisory role with **the** firm and the individual's anticipated involvement in the management/supervision of the services under this Agreement; and (iii) the individual has been employed by or associated with (i.e., as an owner or partner) the firm for a period of at least one (1) year prior to the due date for submittal of proposals; **AND**
- Demonstrated experience in a lead role (as a Prime Proposer, Lead JV Partner, or Non- Leading JV Partner) managing at least one (1) similar as-needed engineering agreement for a water/wastewater infrastructure project. Proposers must provide one reference project as indicated in Section 3.3 to demonstrate this experience.

### 3.3 Contract Manager and other Key Staff

To qualify as the Contract Manager for this, an individual must possess the following:

- A minimum of fifteen (15) years' experience performing engineering design for projects, including utility projects;
- Experience in managing at least one (1) relevant as-needed engineering agreement similar in scope and size to RFP-S 1200311 (A-F);

Proponent shall identify specialized Key Staff who will spend at least 20% of their time on this contract for the following disciplines:

A. Civil Engineering
B. Environmental Engineering
C. Electrical Engineering
D. Mechanical Engineering
E. Structural Engineering
F. Pipeline Engineering
G. Geotechnical Engineering
H. Water Engineering
I. Water Operations and Management
J. Wastewater Treatment Process Engineering
K. Wastewater Treatment Operations and Management
L. Groundwater Engineering
M. Corrosion Engineering
N. Hydraulic Modeling
O. Pressure Surge Analysis
P. Coastal/Marine engineering
Q. Ecological/Environmental Mitigation Design
R. Trenchless Technology/Tunnel Engineering
S. Utilities Mapping and Coordination
T. Photogrammetry/Surveys
U. Materials Testing/Inspection
V. Constructability Review
W. Cost Estimating
X. Computer Aided Drafting and Building Information Modelling
Y. Green Infrastructure
Z. Biosolids Management
AA. Geographical Information Systems
BB. SCADA
CC. Project Controls & Scheduling
DD. Computerized Maintenance Management Systems
EE. GPS Survey
FF. Land and Easement Acquisition

To qualify as Key Staff in the relevant disciplines listed above to provide the technical services described in this solicitation, each of the Proponent's Key Staff must possess the following:

- Minimum of ten (10) years of experience in the relevant discipline related to implementation of municipal water/wastewater/watershed protection infrastructure projects including water and wastewater pipelines and treatment facilities; green infrastructure, biosolids management, etc.

- Must have provided construction management assistance and staffing for a total of at least five (5) projects for construction of water mains, sanitary sewers, deep rock storage and conveyance tunnels, water or wastewater treatment plant modifications or water and wastewater pumping stations with a combined construction value of not less than $100 million in the past ten (10) years.
- Possession and maintenance of all licenses required by state, local and federal laws to perform the work described in this solicitation. Those licenses must be current as of the submission of the proposal in response to this solicitation.

**3.4 Subconsultant Qualifications**

To qualify as a Subconsultant that will provide technical services described in this solicitation the Subconsultant(s) must possess the following:

- Been in business a minimum of two (2) years performing one of the technical fields required under the scope of services (e.g., structural engineering, geotechnical engineering and others) AND
- Have a principal or partner with at least fifteen (15) years professional design experience in related fields. The two-year "in business" and the fifteen-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other. The City will credit any relevant experience of a subconsultant firm's principal, partner, or principal officer(s) responsible for making significant administrative and business decisions on behalf of the firm only if: (i) the individual is not designated to fill a "key" staff role identified in Section 3.3, below; (ii) the proposer demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of the proposer's and subconsultant's performance under this Agreement based on the individual's present management/supervisory role with the subconsultant firm and the individual's anticipated involvement in the management/supervision of the services under this Agreement; and (iii) the individual has been employed by or associated with (i.e., as an owner or partner) the subconsultant firm for a period of at least one (1) year prior to the due date for submittal of proposals.
- Non-technical Subconsultants are not required to meet the above Subconsultant qualifications.

**EXHIBIT A**

**SCOPE OF SERVICES**

## A. Introduction

The City of Atlanta is issuing this solicitation on behalf of the Department of Watershed Management (DWM) for the purpose of selecting and entering into Agreements with up to six (6) professional services consultants ("Proponents") to provide:

Engineering design, including initial planning, programming, design, engineering support during construction and start-up, and knowledge transfer/training for water/wastewater treatment, water distribution, wastewater collection, and watershed protection projects including the stormwater drainage system, in support of implementation of DWM's Capital Improvement Program, as well as other related tasks to support the Department in the areas of compliance; operation and maintenance; digital transformation and innovation. The selected Proponents will assist DWM staff in the implementation and completion of various projects on an as-needed basis, and may be called upon to provide related services for a portion of projects at any stage. Selected Proponents may also be called upon to provide other related engineering design services during the term of the Professional Services Agreement ("Agreement").

The scope of work provided herein is intended to include a broad range of services and activities that may be performed over multiple years at the City's discretion in order to facilitate delivery of its capital improvement programs and other City strategic objectives. The City will determine the work to be performed. There is no assurance that a particular item of work will be performed by the selected Proponent.

The City intends to engage Proponent to provide technical, professional, and other services for various City projects as broadly described in this Scope of Services. Proponent will provide some, all or any combination of the various professional services for water, wastewater, stormwater, green infrastructure and watershed protection, facility management and design support projects for the Department of Watershed Management, on an as-needed basis.

Whenever services are needed, the City will send out a Request for a Task Order Proposal to all the contracted AE JVs. The Proponent will submit a written proposal for the specific project/task order based on the scope of services requested. If the Proponent's proposal is accepted, the City may issue a Task Order and Notice to Proceed ("NTP") that specifies

the "not to exceed" dollar amount of the Task Order with the start work and completion dates. After receiving the Notice to Proceed and the written approval from the City of the scope of services for a specific project, the Proponent shall provide the services required for the specific project as defined by the approved Task Order.

The City may cancel an outstanding Task Order at any time at the City's convenience if it is in the City's best interest. Upon the cancellation of an outstanding Task Order, the City will pay the Proponent for any authorized work that has been satisfactorily performed up to, and through the date of the cancellation. In the event of cancellation, the Proponent will not be entitled to any additional compensation for unauthorized work or anticipated loss of profits due to such cancellation. All work product for which compensation is received by the Proponent from the City shall be submitted to the City and will be considered the intellectual property of the City.

**B. Contract Term**

The City anticipates awarding Agreements to the six (6) highest-ranked Proponents. Each Agreement will be for a term of three (3) years with two one-year renewal options. The City reserves the right to commence, close, reduce or extend services under the agreement at any time in response to changing needs, subject to the restrictions of Section 2-1205 (c) of the City of Atlanta Code of Ordinances.

**C. Task Orders**

Proposers shall provide qualified personnel for the following services, including but not limited to:

- **Civil, Electrical, or Mechanical Engineering:** Design and analysis for water conveyance, water/wastewater treatment and power projects, including computer aided drafting; dam condition assessment and engineering, and road and slope stability analysis ; microwave, radio, and fiber optic designs; design and analysis of power distribution systems; grounding studies; and power switchyards and substations rehabilitation analysis and design.
- **Structural Engineering:** Structural design and analysis of new and existing structures, such as buildings, bridges, pump stations, water treatment plants, reservoirs, tanks, penstocks, power transmission towers, and hydraulics structures, as well as anchorage of equipment. Design and analysis may include special movement-resistant frames, fluid structure-foundation interaction, seismic risk analysis, plate/shell analysis, base isolations, passive dampers, nonlinear analysis ,and push- over analysis.

- **Pipeline Engineering:** Design, analysis, and evaluation of pipe stresses, pipe welding, and connections, and hydraulic analysis of pipeline transient pressures.
- **Geotechnical Engineering:** Geotechnical investigation to determine rock and soil properties; design pressure recommendations for static and seismic conditions; evaluation of mitigation for geotechnical hazards.
- **Water Engineering:** Design and analysis of chemical handling and processes, filtration, piping, and control and instrumentation of water/wastewater treatment facilities.
- **Wastewater Treatment Process Engineering:** Design and analysis of chemical handling and processes, filtration, piping, and control and instrumentation of water/wastewater treatment facilities.
- **Water Operations and Management:** Analysis of the operations and management of chemical handling and processes, filtration, piping, and control and instrumentation of water/wastewater treatment facilities.
- **Wastewater Treatment Operations and Management:** Analysis of the operations and management of chemical handling and processes, filtration, piping, and control and instrumentation of water/wastewater treatment facilities.
- **Corrosion Control Engineering:** Analysis and recommendations for protection of pipeline, tank, reservoir, and other structures; recommendations for coatings and surface preparation.
- **Computer-Aided Drawing Design (CADD) and Building Information Modelling (BIM):** Preparation of engineering drawings, 3D models and other graphic material using computer-aided drawing design in AutoCAD, Microstation and/or Autodesk Revit.
- **Hydraulic and Hydrologic Modeling:** Hydraulic modeling, transient analysis, and computational fluid dynamics modeling. These services may be needed to evaluate potential project design impacts or investigate potential pipeline or facility problems.
- **Pressure Surge Analysis:** Analysis of surge protection systems, and hydraulic and transient analysis for operation of valves; recommendations for surge protection systems.
- **Ecological/Environmental Mitigation Design:** Design of wetland habitats, upland habitats including oak woodlands, riparian habitats, native grasslands, well systems, corral systems, livestock watering systems.
- **Trenchless Technology:** Design for installation of new underground infrastructure, and replacement or rehabilitation of existing underground infrastructure with minimal excavation, using microtunneling, directional boring, pipe ramming, pipe jacking, etc.

- **Subsurface Utility Engineering (SUE) Services:** Determining locations of existing utilities to ensure that there is no conflicts with projects.
- **Ground Penetrating Radar (GPR):** Non-disruptive subsurface imaging method to locate buried utilities, etc.
- **Photogrammetry/Surveys:** Surface and aerial photography and surveying, with the use of the latest technology and equipment.
- **Materials Testing/Inspection:** Materials sampling and determination of material chemical and engineering properties; evaluation of hazardous materials; special inspection services.
- **Cost Estimating:** Cost estimating for construction using local rates and current market conditions.
- **Quality Control/Quality Assurance (QA/QC) Reviews:** QA/QC review of design plans, specifications, calculations, reports, and engineering documents to assure that they meet project requirements, applicable codes and standards, and regulatory requirements.
- **Green Infrastructure:** Design of various measures such as but not limited to bioretention, pervious pavers/pavement, planters, bioswales, etc.
- **Biosolids Management:** Analysis and evaluation of measures and technologies to aid in the efficient handling, hauling, and disposal of biosolids.
- **Geographical Information Systems**: Creating, managing, analyzing, and mapping of underground utilities and above-ground facilities.
- **Supervisory Control and Data Acquisition (SCADA): Analysis** and evaluation of existing networks and related infrastructure, repairs, and upgrades.
- **Project Controls & Scheduling: Development**, review, and monitoring of P6 schedules.
- **Computerized Maintenance Management Systems:** Evaluation and implementation of CMMS systems to support efficient asset data management and enhance work order environment.
- **Global Positioning System (GPS) Survey**
- **Land and Easement Acquisition**
- **Owner's Representation:** Serve in the role of Owner Representative for alternative project delivery methods, such as Design-Build, Progressive Design-Build, Contract Manager-General Contractor, and others, providing support and assistance during preparation of solicitation packages, development of design criteria and other bridging documents, submittal reviews, and other tasks in the course of planning, design, construction, and testing/commissioning of the facilities built under this contract mechanism.

- **Peer Review:** Peer review of designs prepared by City of Atlanta engineering staff or others for projects of varying scope and size; provide recommendations for design improvements, constructability reviews and areas for project cost savings.
- **Other Specialized Services:** The Proposer may be requested to perform services other than specified in the Tasks above, but similar in nature to the general work described in this solicitation.

**D. Typical Projects Include:**

- Replacement and upgrade of wastewater treatment facility chemical feed systems, sludge pumping, preliminary treatment, primary clarification, instrumentation and control systems, secondary treatment and nutrient removal, filtration, disinfection, electrical systems and bio-solids processing systems.
- Replacement and upgrade of water treatment facility chemical feed systems, pumping, clarification, disinfection, electrical systems, instrumentation and control systems and filtration systems.
- Rehabilitation, repair or replacement of sewers (small to large diameter)
- Water transmission and distribution systems rehabilitation, repair or replacement
- Deep rock storage and conveyance tunnels
- Water and wastewater pumping and storage facilities
- Stormwater control structures and green infrastructure
- Hydraulic modeling for water, wastewater and stormwater systems
- Boundary and Topography Survey
- Preparation of Erosion and Sedimentation Control Plan
- Preparation of GIS data, documents; Analysis using GIS
- Asset Management program implementation support
- Coordination of green infrastructure design and implementation for park and greenspace design including site inventory, conceptual plans, master plans, detailed design development, construction drawings: layout, grading, hydrology, planting plans, site feature design, site servicing design, trail layout, and specifications.
- Recreational, Cultural or Public Safety Facility Design for indoor and outdoor facilities, including conceptual plans, preliminary schematics, architectural plans, site plans, layout, grading, hydrology, site servicing, electrical, plumbing, HVAC plans, and specifications.
- Provide on-call technical support for the facility management of the City's municipal buildings to include performance investigation, computerized documentation, design, project estimating and/or project management for work

order and/or projects including space/furnishings management, general renovations, facilities operations systems, life cycle performance, including security related systems for general office, specialty and utility buildings.
- Landscape architecture design to support linear, stormwater and green infrastructure projects.

The City may request all, some, none, or any combination of the Services identified in this "Scope of Services" (SOS). When the City desires any Services contemplated under this SOS, the City will contact the selected Consultants and request a written proposal from each, which will include an estimate of costs and preliminary schedule for the work to be performed on each specific project. At its sole discretion, the City will select the Consultant to perform the Services.

## E. TYPICAL SERVICES

The following are typical specific services that may be required from a Proponent for the City.

- Attend project kick off and progress meetings and prepare minutes of meetings.
- Collect and compile information.
- Preparation of preliminary engineering, final engineering and design development reports.
- Presentation of information at public forums when requested and directed by the Department.
- Utilize and update hydrologic and hydraulic models during preparation of designs.
- Feasibility studies on proposed projects, including studies of the user Department's needs, analysis of conditions or methods of operation, development of alternative concepts, economic analysis, environmental studies and site location studies.
- Land acquisition, title research and survey, legal descriptions, plats and appraisals.
- Land disturbance and building permits.
- Geotechnical investigations, archeological, data report that includes borings, drilling and standard penetration test to determine the nature and condition of the subsurface soils, tree impact survey, tree replacement drawings and environmental permits and surveys.
- Consultation, coordination and permitting interaction with: EPA, EPD, Army Corps of Engineers ("ACOE"), GDOT, railroad corporations and other permitting agencies.

- Planning, scheduling, monitoring, controlling, estimating, budgeting, and cash control for specific projects.
- Prepare a revised detailed cost estimate for the project when engineering reaches 30%, 60%, 90% and 100% complete prior to the start of construction bidding phase.
- Maintaining document tracking and project control system for duration of project.
- Development and preparation of detailed calculations, engineering designs, drawings, cost estimates and technical specifications for use with the City's standard contract documents.
- Issuing supplementary details and instructions as required.
- Reviewing shop drawings for general compliance with design requirements and contract documents.
- Making periodic site visits to assess general progress and conformity of the work with the contract documents and quality of workmanship.
- Ensuring that the contractor's "As-Built" record drawings are accurate and up to date on a periodic basis and upon completion of the project, and in format which adheres to the City's graphic standards.
- Produce field reports noting deficiencies and any discrepancies of the work as observed in the field.
- Provide field sketches or drawings mark-ups to record changed conditions or minor modifications to the plans.
- Provide assistance with construction management services, Requests For Information ("RFIs"), preparation of bid documents, review of shop drawings, and as-built drawings.
- Monitoring all prescribed field testing and inspection of materials and equipment; review test results and submissions for adherence to contract documents and special instructions.
- Maintaining sufficient data to outline current progress of the work; and certifying the contractor's request for payments regarding progress, quantities of work completed, materials delivered to the site and potential change orders, including photographic documentation.
- Safety program compliance.
- Planning and design for space utilization, including interior build-out and furnishings.
- Assessment of conditions to facilitate occupants' facility needs. If needed, design, support procurement process, and manage corrective actions under the City's direction.

- Assessment of building systems performance. If needed, design, support procurement process, and manage corrective actions under the City's direction.
- Assessment of building life safety and security systems performance. If needed, design, support procurement process, and manage corrective actions under the City's direction.
- Support the City's Computer Aided Facility Management and Computer Facility Operations Systems.

## F. CONFLICT OF INTEREST AND PARTICIPATION IN OTHER PROJECTS

- The Service Provider, or any individual joint venture partner of a joint venture constituting the makeup of the Service Provider under this Agreement, shall not be permitted to participate in or provide services or work, as a proponent, bidder, joint venture partner, contractor or subcontractor, for any project for which Services were performed under this Agreement, which shall be considered a considered a conflict of interest for purposes of this Agreement. However, in the event that the Service Provider or a joint venture partner under this Agreement is providing Services or work as a contractor, Service Provider or joint venture partner under another contract with the City and a dispute, claim or conflict of interest arises between the City and such Service Provider, contractor or Joint Venture Partner under this Agreement or another contract, the City may in its sole determination and at its sole discretion, suspend all existing work under this Agreement and/or not issue any further work to the Service Provider under this Agreement unless and until such dispute, claim, or conflict of interest is resolved to the City's satisfaction. In the event the City takes such action, Service Provider shall not be entitled to any extended overhead, administrative costs, or increased or extended payments resulting from such action, provided that the Service Provider may be paid for any authorized Services provided to the City under this Agreement prior to the effective date of any suspension of work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Agreement, any other contract or as may be available under applicable law.

- Any sub-consultant performing Services under a Task Order issued this Agreement shall not be permitted to participate in or provide services or work, as a proponent, bidder, joint venture partner, contractor or subcontractor, for any procurements or contracts involving construction, design-build, construction management at risk

or similar construction project work for any project for which Services were performed under this Agreement, which shall be considered a conflict of interest for purposes of this Agreement.

- The City of Atlanta, by and through the Department of Watershed Management, currently received professional services for the management of its Clean Water Atlanta Program, pursuant to the contract referred to as "FC-9838 Program Management Support Services" between the City and ("PMST Agreement"). In the event that the City issues a new or additional procurement for the purpose of soliciting professional services for the benefit of the Department of Watershed Management similar to the PMST Agreement, the Service Provider, or any individual joint venture partner of a joint venture constituting the makeup of the Service Provider under this Agreement, shall not be permitted to participate in any such procurement or contract, as a proponent, bidder, joint venture partner, Service Provider or sub-consultant, which shall be considered a conflict of interest for purposes of this Agreement.

- The selected ADWRR Program Manager will not be precluded from working as a subconsultant on the AE JV contract on wastewater projects.

## G. SUBMISSION REQUIREMENTS

**Submission of Proposals:**
Each Proponent should submit a digital version of its Proposal in Adobe Portable Document Format ("PDF") via the ATLCloud system; and
If Certain Portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws.

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
   1.1. Informational Proposal; and
   1.2. Compensation & Proposal Fee Schedule (Form provided by City in Exhibit A.1;). Cost Proposal will become part of the Master Professional Services Agreement

attached to this RFP, if an Agreement is awarded pursuant to this procurement. The intent of Exhibit A.2 is to set forth the negotiated agreement between the successful Proponent, if any, and the City concerning the base employee classifications required to provide Services under the Master Professional Services Agreement and the fully burdened hourly billing rates applicable to Services provided by such employee.

2. **Informational Proposal:** An Informational Proposal is comprised of One (1) source of information:
   2.1. Volume I, information drafted and provided by a Proponent

The Informational Proposals must be tabbed as indicated to reflect the sections listed in the Outline below.

3. **Information Required to Be Included in Informational Proposal:**

   3.1. Summary: The following is a summary of information required to be contained in an Informational Proposal:
      3.1.1. Information Drafted and Provided by a Proponent: This information should be included in **Volume I** of the Proposal:
         3.1.1.1. Executive Summary;
         3.1.1.2. Experience and Qualifications of Key Personnel/Staff;
         3.1.1.3. Experience and Past Performance on Previous Similar Projects;
         3.1.1.4. Management Approach (to Deliver Scope of Services);
         3.1.1.5. References.

3.1.1.6. Forms attached to Master Professional Services Agreement attached to this RFP:

3.1.1.6.1. Compensation & Proposal Fee Schedule;

3.1.1.6.2. Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; and

3.1.1.6.3. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each joint venture partner if Proponent is a joint venture.

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

**Executive Summary – Suggested 6 pages Maximum (Tab in Volume I)**

Letter of Transmittal: The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP including any initiatives you plan to implement to benefit Department of Watershed Management (DWM); and

Detailed Executive Summary: The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

- Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
- A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed background information regarding the essential subcontractors/ subconsultants the Proponent intends to use and should indicate the roles and

responsibilities these firms will be assigned. Include a description of experience related to water/wastewater facilities, and the engineering expertise each subconsultant firm will provide as part of the services under this Agreement. Indicate any previous working relationship between Prime or JV Partners and the subconsultant firms. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described; and

- Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed work in either the private or public sector during the past five (5) years.

Demonstrate an understanding of DWM's goals and objectives to be accomplished by the scope of services.

**Experience and Qualifications of Key Personnel/Staff – (Tab in Volume I)**

- Provide the names, qualifications and relevant experience for the individuals proposed as Key Staff to meet the Minimum Qualifications expressed in Minimum Qualification section and Exhibit A.3
- Provide minimum commitment of time on the contract for each individual identified as Key Staff; the minimum being 20%;
- Provide an experience matrix that summarizes the involvement of Key Staff on projects listed in the Proponent's experience matrix over the last ten (10) years. Preferably, the cumulative experience of named Key Staff will comprise at least 50% of the requested experience levels for the team (11" x 17" sheet of paper allowed);
- Identify and provide resumes for all key staff that at a minimum fulfill the required staffing in Exhibit A.3; each of the resumes should be no more than one (1) page long per individual and shall be organized as follows:
    - Name and Title; Firm employed by; Professional Background; and
    - Current and Past Relevant Employment; Education; Certifications; and List of two (2) relevant projects, including: Client Name and Location; Project description; Role of the individual; Project actual or expected completion date; and Client List/Reference Contact.

- Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Staff during the course of the project, Proponent must describe its back-up personnel plan;
- Proximity to Atlanta: Describe the Proponent team's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other consultants. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list Proponent's geographical location of the office that will be primarily responsible for

assigned projects and where the work will be accomplished. Local/Metro Atlanta area for all Services is most desired; and

- Additional key staff can be proposed during the Q&A period for consideration. Provide classification with a description for consideration and inclusion in the Overhead and Profit Schedule via addenda.

**Experience and Past Performance on Previous Similar Projects – Suggested 15 Pages Maximum (Tab in Volume I)**

Describe the Proponent's experience and performance in architectural, engineering and design services as widely described in the Scope of Services and as may be more fully described in a Task Order. Separately list any projects/contracts that any member of the JV Team has performed and past experience with this specific team working together or working separately on other projects in the last 10 years. Proponent must provide a narrative description of at least six (6) projects demonstrating capability and qualifications in all areas identified in Scope of Services. Each project should encompass the following component experience/expertise. For the Proponent and members of the JV team, the narrative description shall include:

- The name of the project, the owner, and the project location and owner's reference including name, position, address, email and telephone number;
- A description of the project and the work/roles performed by the various member firms;
- The major project milestones and summary of scheduled versus actual completion dates, with explanation for any significant schedule slippage;
- Summary of planned costs versus actual costs at completion, with explanation for any significant cost increases;

**References –**Provide detailed descriptions of at least four (4) reference water, wastewater and watershed protection related projects or as-needed professional services contracts performed by the Proponent that are similar in scope and size to RFP-S 1200311. For a JV, each partner should submit at least two (2) reference projects. For Prime Proposers and Lead JV Partners, at least one (1) project should demonstrate experience in a lead role (as a Prime Proposer or Lead JV Partner) managing a similar as-needed engineering design agreement for a water/wastewater/watershed protection infrastructure project with a contract fee of at least $3 million. For Non-Lead JV Partners, at least one (1) project should demonstrate experience in a lead role (as a Prime Proposer, Lead JV Partner, or Non-Lead JV Partner) managing a similar as-needed engineering agreement for a water/wastewater/watershed protection infrastructure project. The detailed project descriptions shall include:

- Name of project or contract agreement, client name, reference person, email address, and telephone number;
- Summary of scope of services;
- Prime Proposer or JV partner's role and responsibilities on the contract; staff members who worked on the contract and their specific role;
- Period of contract performance (dates when the work on the contract was performed; and
- Fee received.

A reference is non-responsive if the Proponent's information cannot be verified by a reference within seven (7) calendar days of first contact attempt by the City of Atlanta. The City may, at its sole discretion, contact references to verify project work. If the City chooses to exercise that discretion, the same reference checking criteria will be applied to all proposers.

**Exceptions to the Professional Services Agreement –** The Proponent must confirm acceptance of the Professional Services Agreement included in the RFP. If the Proponent takes exception to any part of the Agreement, the concerns must be specifically identified in this section of the written response to the RFP.

**Management Approach (to Deliver Scope of Services) - Suggested 15 Pages Maximum (Tab in Volume I)**

The Proponent must provide the overall management approach that the team proposes to use to successfully carry out the scope of services. Specifically address the following

- Overall approach for organizing the team to be able to respond timely to as-needed tasks, as well as ensuring the availability of individuals identified in the Proposal
- Provide an Organizational chart that illustrates the team structure and relationships of the proposed team;
- Plan for coordination and communication with City staff;
- Approach on how the work is to be managed by the Prime (or Joint Venture) considering that work may be performed by a team comprised of Key Staff and team members from various firms;
- Description of the proposed Quality Control/Quality Assurance Program that will be implemented during the execution of the services to be provided under this Agreement;
- Approach and systems used for cost estimating;
- Approach and systems used for meeting schedules;
- Other information deemed important by the Proponent;
- Special expertise to be provided for the various services requested;
- Staffing integration on construction projects;
- Innovative management tools/techniques, as applied to the scope of services;
- Describe approaches to Design Quality Management, including coordination of the design, checking and correcting design documents, design schedule control, validation of construction schedule projections and design features enabling control of construction costs;
- Approach to mitigating issues that arise during project delivery efforts including corrective action plans; and

- Specifically, based on the Proponent's Organizational structure, describe how the proponent will manage the Services, specifically addressing the following:
    - Ensure proper communication and coordination among pertinent project team members;
    - Assure the City that the scope of work for each task order will be kept within the established time and budget constraints;
    - Establish and maintain the necessary cooperative relationships;
    - Coordinate all necessary project activities within that team relationship to ensure product deliverable is seamless with all disciplines;
    - Describe its approach to Project Controls, specifically how design cost and design production schedules will be maintained. List the software programs with which specific team members are proficient; and
    - Proponent's proposed method to identify and resolve citizen, technical, financial, and cost estimating issues during a Project's duration; and make critical decisions.

**Proposal Labor Fee Schedule (Effective Overhead and Profit Rate/Schedule)**

Each Proponent must submit its proposed labor rates in the format provided by the City in Exhibit A.1:

Exhibit A.1 will become part of the proposed Services Agreement included in this RFP following negotiations, if a Services Agreement is awarded pursuant to this procurement.

The cost proposal shall be based on the labor categories and qualifications established within this RFP. The Consultant shall identify hourly rates by labor category. Rates shall be fully burdened billing rates to include all overhead and profit, at the prime and sub-consultant levels. Separate markups for sub-consultant labor will not be allowed (i.e., a single set of rates are to be provided for the Proponent team). Other direct costs will be developed and budgeted on each Task Order and should not be included in labor rates. The Cost Proposal shall serve as the baseline for final fee negotiation with the City.

Hourly rates shall be provided for each of the five (5) years of the Agreement. Identify the proposed method for Annual Escalation of Rates (e.g., Consumer Pricing Index) and the annual escalation percentage. Labor rates to be included in the Services Agreement will be negotiated with the selected Consultant based on its Proposal and the City's analysis of the labor rate proposals submitted by all Consultants.

**EXHIBIT A.1**

**COMPENSATION**

1. **Compensation**

1.1. General Compensation Terms: Consultant will be compensated for Services pursuant to the terms of this Services Agreement and the specific Task Order associated with such Services.

1.2. **Potential Compensation Structure of Task Orders**: City may issue Task Orders to Consultant based upon any compensation arrangement allowed by Applicable Law including, but not limited to, the following:

1.2.1 **Task Order Maximum Payment Amount; Lump Sum:** A Project under a Task Order may involve payment of a total lump sum amount to Consultant and a specific payment schedule, based upon negotiations between City and Consultant.

1.2.2 Unless a Task Order is expressly designated as lump sum payment, Service Provider shall be compensated in accordance with the approved budget for hours actually worked under each sub-task itemized under an approved Task Order; and Service Provider shall not be compensated for any cost overruns under the approved budget for any sub-task itemized under an approved Task Order, unless expressly approved by an authorized representative of the City prior to incurring such cost overruns. Service Provider shall promptly notify the City and request consideration of such authorization as a Change (if appropriate) in the Services, prior to incurring such cost overruns. Otherwise, any such cost overruns will be costs incurred by the Service Provider.

1.3. **Task Order Maximum Payment Amount; Not to Exceed Amount:** A Project under a Task Order may involve payment of compensation up to a specific not to exceed amount, based upon specific fully-burdened hourly billing rates of personnel providing Services on the Project (in addition to or in alteration of those included on Exhibit A.1) and specific categories of reimbursable expenses, as negotiated between City and Consultant and included in the specific applicable Task Order.

1.4. **Right to Audit:** For compensation purposes under this Services Agreement no salary or amount shall exceed the negotiated salary or amount received by said personnel or negotiated rate for a principal as of the effective date of this Services Agreement. The City reserves the right to approve and audit all personnel, amounts and salaries of said personnel performing services under this Services Agreement.

1.5. **Certified Audit Report:** At the end of each calendar year, Consultant may be requested to submit a Certified Audit Report prepared in accordance with Federal Acquisition Regulations (FAR) following the format outlined in the Uniform

Audit and Accounting Guide prepared by the American Association of State Highway and Transportation Officials, as it may be updated.

2.0 **Reimbursable Expenses:** Reimbursable expenses include:

2.1. Expenses of large format reproductions and handling of drawings, specifications and other deliverables and documents, excluding reproductions for the office use of Consultant and for its sub-consultants.

2.2. Expenses of renderings, models and mock-ups requested by the City.

2.3. Out-of-Town Travel, accommodation and subsistence charges for specialist sub-consultant provided, however, that they must be approved in writing in advance by the City. Consultant must provide estimate of travel cost.

2.4. Travel to Atlanta as needed by the City. Prior approval by the City or his designee for travel by the consultant and any sub-consultants/contractors is required. Consultant must provide estimate of travel cost.

2.5. Additional Reimbursable Expenses may be added on a Task Order by Task Order basis when approved by the City.

3.0 Non-Reimbursable Expenses. Non-reimbursable expenses include, but are not limited to:

3.1. Printing and reproduction costs of documents for Consultant team use.

3.2. Computer time charges.

3.3. Plotting Time and expenses.

3.4. Overtime expenses unless pre-approved by the City.

3.5. Local in-town travel.

3.6. Cell phones and cell phone charges.

3.7. If an expense is not explicitly included in this Services Agreement as a reimbursable expense, it is a non-reimbursable expense.

3.8. Postage and shipping (including overnight express) charges.

3.9. Parking charges.

4.0 **Additional Provisions Concerning Reimbursable Expenses.**

4.1 Reimbursable expenses are to be included as part of the Not-To-Exceed fee for each Task Order and shall not be invoiced separately.

4.2 All reimbursable expenses will be paid at cost. Pay request submitted by Consultant for reimbursable expenses must be accompanied by invoices and receipts and will be paid to Consultant upon approval by the City.

The City reserves the right to disapprove any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances required under this Services Agreement.

4.3 An amount equal to the premium payments for overtime work or night work, actually paid to partners, principals, architects, engineers, planners and other professional and technical employees for time actually spent by them in the performance of Services when such overtime or other premium payments have been demonstrated to be in accordance with Consultant's normal business practice and have been authorized in writing in advance by the City may also be reimbursed under this Services Agreement in writing. Premium time shall not accrue prior to the completion of 40 hours per week of work by any given individual. Such premium payments to supervisory employees, who do not receive such payments in Consultant's normal business practice, shall not be given under this Services Agreement.

4.4 Consultant will be reimbursed for Consultant payments made to Sub-consultants for work at an amount equal to the amounts actually paid to the Sub-consultant. The City does not allow Consultant to receive a markup on a Sub-consultant payments as the management and administration of a Sub-consultant is contained in Consultant multiplier and resources allocated in an executed Task Order. Billing Rates for Classifications for Sub-consultants are established in Exhibit A.1.

4.5 Consultant shall keep, and shall cause any sub-consultants to keep, daily records of the time spent in the performance of Services by all persons providing Services under this Services Agreement, as well as records of the amounts of such rates and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures. Failure to do so shall be a conclusive waiver of Consultant's right to compensation for such services or expenses. City has the right to audit all such records.

5.0 **Submittal of Invoices.** Consultant must prepare and submit to City invoices ("Invoice" or "Invoices") on the first day of each month during the Term of this Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in the applicable Task Order. Consultant must submit all invoices through the Project Management Information System, Trimble Unity Construct.

6.0 **Format of Invoices.** All invoices submitted by Consultant must be in the format set forth in the applicable Task Order.

7.0 **Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices.

8.0 **City's Right to Withhold Payments.** The City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Consultant when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.

9.0 **Releases of all Claims.** City may, as a condition precedent to any payment, require Consultant to submit for itself, its sub-consultants, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of this Services Agreement. Upon request, Consultant must, in addition, furnish acceptable evidence that all claims have been satisfied.

10.0 **Acceptance of Payments by Consultant; Release.** The acceptance by Consultant of any payment for Services under this Services Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Consultant for everything done or furnished for or relating to the Services for which payment was accepted, unless Consultant, within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.

11.0 **Claims Against Consultant**. If there are claims filed against Consultant in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, and such claims are not promptly removed by Consultant after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Consultant. If the amount of any withheld payment or other monies due Consultant under this Services Agreement is insufficient to meet any of those costs, or if any claim against Consultant is discharged by City after final payment under this Services Agreement is made, Consultant must promptly pay City all reasonable costs incurred by City concerning the claim after Consultant's receipt of written notice from City.