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February 9, 2021

Ms. Shannon Powell
Assistant City Manager
City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, GA 30002

SID# 95871

Subject: **2021 On-Call Support Services**

Dear Ms. Powell:

Brown and Caldwell (BC) is pleased to submit this proposal to the City of Avondale Estates (City) to provide professional on-call services where the City might need rapid assistance on a variety of stormwater, environmental, and engineering requests. It is our intention to provide support when it is needed without a delay for contracting each individual request.

Scope of Services

Specific assignments will be determined by the City as needed and will be completed within the next 12 months. Assignments may include assisting the City with preparing request for proposals (RFPs), evaluating proposals received by the City, assisting the City with evaluating and identifying contractors for construction projects, preparing concept plans or figures, calculations, GIS updates, AutoCAD updates or assistance with hydrologic and hydraulic modeling.

The project budget will only be accessed when the City specifically requests an assignment be performed. Specific scopes of service and budgets will be outlined in a letter and approved by Avondale Estates Staff prior to work beginning. Response to requests for service will be provided within 5 business days of receipt. Individual schedules for the task will be communicated and approved by client prior to work beginning. Tasks will be invoiced on a monthly basis and each invoice will include a progress report that details each task status and an overall spending-to-date summary.

Compensation

BC will perform the services described above on a time-and-materials basis in accordance with the rates included in Attachment A-1 in accordance with the terms and conditions outlined in the attached agreement of consulting services (Attachment A-2) for with a not to exceed amount of \$19,888. BC will communicate with the City if additional funding is anticipated beyond this initial contract amount due to additional requests by City.

Thank you for the opportunity to submit this proposal for engineering and consulting services. Do not hesitate to call with questions or to request additional information.

Very truly yours,

Brown and Caldwell

A handwritten signature in black ink that reads "David Elliott". The signature is written in a cursive style with a horizontal line underneath.

David Elliott
Managing Engineer

A handwritten signature in blue ink that reads "Alok Pandya". The signature is written in a cursive style with a horizontal line underneath.

Alok Pandya
Director of Project Management

Attachment A-1: Rate Schedule

Attachment A-2: Brown and Caldwell Standard Terms and Conditions

Exhibit A-1 Compensation

Table A Unit Labor Rates		
Labor Category	Unit	Unit Labor Rate
Principal/Regional Discipline Leader/Chief Professional/Sr. Director/Fellow	Per Hour	\$230
Managing Professional/Sr. Expert/Expert/Sr. Manager	Per Hour	\$225
Supervising Professional/Discipline Lead	Per Hour	\$205
Principal Professional/Principal Designer	Per Hour	\$185
Senior Professional/Construction Manager	Per Hour	\$155
Professional III/GIS Analyst/Sr. Designer/Graphics Support	Per Hour	\$130
Professional II/Designer/Sr. Staff Professional/ Technical Editor/Executive Assistant	Per Hour	\$120
Project Analyst	Per Hour	\$105
Professional I/Staff Professional/Assistant Designer	Per Hour	\$95
Project Accountant	Per Hour	\$80
Administrative Support/Clerical/Intern	Per Hour	\$65

Hourly labor rates listed above include salary, fringe benefits, general and administrative overhead and profit. In lieu of invoicing for certain reimbursable expenses, an Associated Project Cost (APC) of \$7 per labor hour charged will be invoiced to cover network infrastructure and information systems support, CAD and computer usage, in-house reproduction services including graphics and photocopying, printing, long distance telephone calls including cell phone charges, facsimile, postage, overnight and courier services. Other direct costs not included in the APC will be invoiced. Allowable expenses and subconsultant fees will be invoiced at actual cost.



Exhibit A-2 Terms and Conditions



A-2

Exhibit A-1 and A-1

Brown and Caldwell/Client Standard Terms and Conditions

I. Scope

Brown and Caldwell (BC) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of BC shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. Compensation

Client agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to BC will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, BC's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. Responsibility

Standard of Care. BC is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. BC shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. BC does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, BC shall act as agent of Client. BC's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of BC's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. BC shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

Reliance upon information provided by others. If BC's performance of services hereunder requires BC to rely on information provided by other parties (excepting BC's subcontractors), BC shall not independently verify the validity,

completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

IV. Indemnification

BC agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of BC, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall BC be responsible or liable to Client for any incidental, consequential, or other indirect damages.

V. Insurance

BC shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory worker's compensation and employers' liability insurance as required by state law.
4. Professional liability insurance with limits of not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

VI. Subcontracts

BC shall be entitled, to the extent determined to be appropriate by BC, to subcontract any portion of the Work to be performed under this Agreement.

VII. Assignment

If the authorized scope of work includes construction activities or the oversight of construction, BC may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which BC renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, BC may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

VIII. Integration

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and BC as to those matters contained herein. No prior oral or written

Brown and Caldwell/Client

Standard Terms and Conditions (continued)

understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

IX. Choice of Law/Jurisdiction

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

X. Severability

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. Force Majeure

BC shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of BC. BC will take reasonable steps to mitigate the impact of any force majeure.

XII. No Benefit for Third Parties

The services to be performed by BC hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on BC's performance of its services hereunder.

XIII. Work Product

BC and Client recognize that BC's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify BC against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XIV. Suspension Of Work

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to BC, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. BC shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then BC shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By BC.** By written notice to Client, BC may suspend the Work if BC reasonably determines that working conditions at the Site (outside BC's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely

payment in accordance with Article II, Compensation, or for other circumstances not caused by BC that are interfering with the normal progress of the Work. BC's suspension of Work hereunder shall be without prejudice to any other remedy of BC at law or equity.

XV. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to BC, or (b) for cause, if BC materially breaches this Agreement through no fault of Client and BC neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to BC.
2. **By BC** (a) for cause, if Client materially breaches this Agreement through no fault of BC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after BC has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or BC in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, BC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. BC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of BC by Client for cause, BC shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. Notices

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the BC Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.