

990 Hammond Drive, Suite 400  
Atlanta, Georgia 30328  
Tel: 770-394-2997  
www.browncaldwell.com



January 12, 2020

Mrs. Shannon Powell  
City of Avondale Estates  
21 North Avondale Plaza  
Avondale Estates, GA 30002

SID# 95624

**Subject: Development of 2020-21 Municipal Separate Storm Sewer System (MS4) Annual Report.**

Dear Mrs. Powell:

Brown and Caldwell (BC) is pleased to submit this proposal to the City of Avondale Estates (City) to provide professional engineering and consulting services in support of the City's 2020-21 Annual MS4 Report to the Environmental Protection Division (EPD). Brown and Caldwell staff will use its experience working with the City of Avondale Estates and EPD to develop the City's 2020-21 Annual Report in accordance with the 2019 Phase I MS4 National Pollution Discharge Elimination System (NPDES) Permit.

MS4 Phase I permits authorize stormwater discharges to the Waters of the State of Georgia from 45 communities owned or operated by local governments in Georgia. These permits, and the associated Stormwater Management Plans, are regulatory requirements.

This project will be led by Brown and Caldwell's Midsouth Water Resources Leader, David Elliott. Mr. Elliott has had the pleasure of serving many communities in this capacity, helping them understand and accomplish compliance with stormwater regulations. Mr. Elliott has produced annual reports, stormwater management plans, or has been significantly involved in MS4 compliance for the Cities of East Point, Dunwoody, Canton, Milton, Griffin, Brookhaven, Johns Creek, and DeKalb County. Mr. Elliott led the City of Dunwoody to receiving the Georgia Association of Water Professionals 2016 Outstanding Stormwater Management Program of the Year Award, which is granted to a community for demonstrating innovative strategies to accomplish and exceed MS4 compliance.

## Scope of Services

Our scope of services includes MS4 support activities and development of the 2020-21 Annual MS4 Report. Our scope of services is further defined below:

1. Kick Off Meeting – In this meeting BC and the City of Avondale Estates will review the scope for this project and Brown and Caldwell will request copies of the latest revisions of the City's Stormwater Management Plan and all associated MS4 documentation not previously provided as part of the Avondale Estates Stormwater Master Plan Project.

2. Brown and Caldwell will review MS4 documentation provided by the city during the kickoff meeting and previously during the development of Avondale Estate's Stormwater Master Plan Project.
3. Brown and Caldwell will develop a Best Management Practice (BMP) Tracking Spreadsheet and populate this spreadsheet for future meetings. This will be a long-term tool that the city may choose to use in subsequent reporting years.
4. Brown and Caldwell will conduct upto two additional meetings with the City to discuss MS4 Progress and update the BMP Tracking Spreadsheet.
5. Brown and Caldwell will review the City's current Outfall Inventory and perform dry weather screening on 20% of the outfalls.
6. Review Highly Visible Pollutant Sources (HVPS) reporting requirements and provide upto two hours of staff training on how to complete the forms.
7. Brown and Caldwell will develop a digital tracking tool to document HVPS Inspections, Outfall Inspections, and Inventory Inspections. These tools will be used by City Staff and / or other contractors completing the inspections.
8. Brown and Caldwell will prepare the 2020 Annual MS4 Report with associated attachments using the most recent Phase 1 Annual Report form (January 2020)
9. Brown and Caldwell will develop GIS maps and other attachments in support of the Annual Report using existing GIS data.
10. Brown and Caldwell will respond to upto 2 rounds of EPD comments on the 2020-21 Annual Report.

### **Project Management**

BC's Project Manager will supervise and coordinate the work throughout the project including the scope of work, budget, schedule, team members' roles and responsibilities and key project success factors. The project manager will help ensure that quality is being met throughout the project.

### **Deliverables**

1. Meeting summary for kickoff meeting, and two additional meetings (if needed)
2. BMP Tracking Spreadsheet
3. Completed Dry Weather Outfall Screening Forms
4. Annual MS4 report in electronic format
  - a. Digital tracking tool
  - b. GIS figures
5. One HVPS training – up to 2 hours

## Assumptions

1. The City will provide all needed MS4 reports and documentation.
2. The Brown and Caldwell scope of work in this proposal does not include water quality sampling or source tracing. If the outfall screening process results in the need for water quality sampling or source tracing, then an additional scope and fee will be provided to the city.

## Schedule

The 2020-21 MS4 Annual Report's reporting period is May 1, 2020 through April 30, 2021. Per NPDES requirements, the report should be submitted not later than June 15<sup>th</sup>, 2021 to the EPD. The proposed project completion schedule is provided below:

1. Notice to Proceed Issued by January 29, 2021
2. Kickoff Meeting to be held the week of February 8, 2021.
3. Previous MS4 Documentation to be provided to Brown and Caldwell by the City by February 19, 2021.
4. BC to complete Employee HVPS training by March 5, 2021
5. BC to complete 20% Outfall Inspections by April 23, 2021.
6. All Documentation to be included in the 2020-21 Annual Report will be provided to Brown and Caldwell by May 14<sup>th</sup>.
7. Brown and Caldwell will provide the City with the 2020-21 MS4 Annual Report by May 31<sup>st</sup>. The City will provide any comments concerning the Annual Report by June 7<sup>th</sup>. Brown and Caldwell will assemble a final draft and return to the City by June 11<sup>th</sup>. The City shall be responsible for final delivery to the EPD on or before June 15<sup>th</sup>.

## Compensation

The proposed budget is shown in Attachment A. BC will not exceed proposed project cost of \$29,921 without prior written notification from the City.

The work outlined in this proposal will be performed per Brown and Caldwell's standard terms and conditions included in Attachment B.

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 large, prominent 'D'.

David Elliott  
Managing Engineer

A handwritten signature in blue ink that reads "Correggio L. Peagler, Sr.". The signature is written in a cursive style with a large, prominent 'C'.

Correggio Peagler  
Vice President

Attachment A: Detailed Cost Proposal

Attachment B: Brown and Caldwell Standard Terms and Conditions

## Attachment A

Avondale Estates, City of -- MS4 Annual Report Support

Phase	Phase Description	Elliott, John D	Vassel, Savonia S	Visone, Lori D	Kilpatrick, Sean O	Ferguson, Craig A	Avruskin, Gillian A	Mosely, Christian L	Narayanan, Arvind	Danielson, Jacob S	Total Labor Hours	Total Labor Effort
		\$205.00	\$105.00	\$205.00	\$185.00	\$230.00	\$130.00	\$95.00	\$185.00	\$80.00		
010	Project Management	0	4	6	0	2	0	6	0	4	22	3,000
020	20% Outfall Screening	2	0	0	0	0	0	8	0	0	10	1,170
030	HVPS Assessment and Staff Training	4	0	0	0	0	0	8	0	0	12	1,580
040	MS4 Documentation Review	4	0	0	0	0	0	4	0	0	8	1,200
050	Develop MS4 Tracking Table	2	0	0	0	0	0	4	0	0	6	790
060	Meetings on MS4 Approach	8	0	0	0	0	0	7	0	0	15	2,305
070	MS4 Program Development Coaching	6	0	0	0	0	0	0	0	0	6	1,230
080	Updates on Tracking Table	2	0	0	0	0	0	4	0	0	6	790
090	Digital Tracking of HVPS	4	0	0	8	0	0	8	0	0	20	3,060
100	20-21 Annual Report	7	0	0	0	0	0	44	0	0	51	5,666
110	Map Development	2	0	0	0	0	0	10	0	0	12	1,360
120	Response to EPD Comments	8	0	0	0	0	0	30	0	0	38	4,490
130	QAQC	8	0	8	0	0	0	0	0	0	16	3,280
<b>GRAND TOTAL</b>		<b>57</b>	<b>4</b>	<b>14</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>133</b>	<b>0</b>	<b>4</b>	<b>222</b>	<b>29,921</b>

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Attachment B

# 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.