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**CITY COUNCIL AGENDA ITEM**

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**TO:** Mayor & City Council

**DATE:** May 17, 2013

**FROM:** John McDonough, City Manager

**AGENDA ITEM:** Mayor and City Council Authorize the City Manager to Execute a Contract with WK Dickson for the Design and Construction Management Services for the Marsh Creek Headwater Project

**MEETING DATE:** For Submission onto the May 21, 2013, City Council Regular Meeting Agenda

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**BACKGROUND INFORMATION:** (Attach additional pages if necessary)

See attached:

Memorandum  
Contract  
Resolution

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**APPROVAL BY CITY MANAGER:**                     JPM                     APPROVED

**PLACED ON AGENDA FOR:**                     5/21/2013                    

**CITY ATTORNEY APPROVAL REQUIRED:** (  ) YES (  ) NO

**CITY ATTORNEY APPROVAL:**                     WFW                    

**REMARKS:**



TO: John McDonough, City Manager

FROM: Garrin M. Coleman, P.E., Public Works Director *gmc*  
*5-17-13*

DATE: May 16, 2013, for Submission onto the Agenda of the May 21, 2013, City Council Meeting Under New Business

ITEM: Motion that the Mayor and City Council Authorize the City Manager to Execute a Contract with WK Dickson for the Design and Construction Management Services for the Marsh Creek Headwater Project

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***Public Works Department's Recommendation:***

Public Works staff recommends that the Mayor and City Council authorize the City Manager to execute a contract with WK Dickson for the design and construction management services for the Marsh Creek Headwater project, pending legal and finance staff approval.

***Background:***

This project is for the design services and program management for the Marsh Creek Headwater Best Management Practice (BMP) Project. The consultant will perform all tasks in general conformance with generally accepted engineering practices and the submitted 319(h) grant application for this project. The consultant was required to have demonstrated experience with hydraulic, hydrologic, landscape, hardscape, green infrastructure, low impact design, permitting and other necessary tasks to successfully complete the construction of the BMP.

The Request for Proposals Number 13-032 was advertised on the City's website, the Sandy Springs Neighbor and the Georgia Procurement Registry with proposals due March 26, 2013.

***Discussion:***

Purchasing received proposals from the following consultants, listed in alphabetical order:

- AMEC
- Columbia Engineering
- Southeastern Engineering
- Tetra Tech
- W.K. Dickson

The technical proposals were reviewed by a five-person evaluation team representing Public Works, Community Development, City Management and Purchasing. Three of the four reviewers rated WK Dickson first. The fourth reviewer rated WK Dickson third overall. WK Dickson is a local firm whose proposed proactive approach to permitting and design will be critical to maintaining the schedule required by our 319(h) grant, if awarded.



**Alternatives:**

None at this time based on rankings established by review committee.

**Financial Impact:**

Phase I	Preliminary Design	\$ 59,700.00
Phase II	Final Design, Permitting & Construction Bidding	\$122,400.00
Phase III	Construction Program Administration	\$ 85,000.00
Total Cost		\$ 267,100.00

This project has been submitted to receive \$387,747 of 319(h) grant funding. There is sufficient existing funding in the Stormwater budget to cover these design costs.

**Attachments:**

- I. Contract
- II. Resolution



**CONTRACT**

**for**

**Marsh Creek Headwater Best Management Practice**

**("Project")**

**Between**

**CITY OF SANDY SPRINGS, GEORGIA**

**("Sandy Springs")**

**And**

**W.K. Dickson and Company Inc.**

**("Consultant")**

## CONTRACT AGREEMENT

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APPENDICES

## **CONTRACT AGREEMENT**

This Contract Agreement (the "Agreement"), made and entered into as of \_\_\_\_\_ by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as "Sandy Springs"), and W.K. Dickson Company, Inc. a corporation of the State of Georgia and authorized to do business in the State of Georgia (hereinafter referred to as "Consultant" or "Prime Consultant"):

### **WITNESSETH**

WHEREAS, Sandy Springs through its governing body desires to retain a qualified and experienced consulting firm to perform certain design and engineering services regarding the construction of **Marsh Creek Headwater Best Management Practice** (hereinafter referred to as the "Project"); and

WHEREAS, Consultant has represented to Sandy Springs that it is experienced and has qualified and local staff available to commit to the Project and Sandy Springs has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, Sandy Springs and Consultant agree as follows:

### **ARTICLE 1 CONSULTANT/OWNER AGREEMENT**

Sandy Springs hereby engages Consultant, and Consultant hereby agrees to perform, the services hereinafter set forth and as set forth in the proposal submitted by the Consultant in response to the Sandy Springs' Request for Proposal Number 13-032 and exhibits thereto (the "Proposal") as it may have been amended, a copy of which is attached hereto as EXHIBIT A – CONSULTANT'S PROPOSAL and incorporated herein by this reference.

### **ARTICLE 2 DESCRIPTION OF PROJECT**

Sandy Springs and Consultant agree that the Project is as described in EXHIBIT B - DESCRIPTION OF PROJECT. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

### **ARTICLE 3 SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the Agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in EXHIBIT C – SCOPE OF SERVICES.

### **ARTICLE 4 DELIVERABLES**

Consultant shall provide to Sandy Springs all deliverables specified in EXHIBIT D – DELIVERABLES. Deliverables shall be furnished to Sandy Springs by Consultant in a media

form that is acceptable and usable by Sandy Springs at no additional cost at the end of the Project.

**ARTICLE 5  
SERVICES PROVIDED BY SANDY SPRINGS**

Consultant shall gather from Sandy Springs all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in EXHIBIT C – SCOPE OF SERVICES, if required, will be performed and furnished by Sandy Springs in a timely manner so as not to unduly delay Consultant in the performance of said obligations. Sandy Springs shall have the final decision as to what data and information is pertinent.

Sandy Springs will appoint in writing a Sandy Springs authorized representative with respect to work to be performed under this Agreement until Sandy Springs gives written notice of the appointment of a successor. The Sandy Springs authorized representative shall have complete authority to transmit instructions, receive information, and define Sandy Springs policies. Consultant may rely upon written consents and approvals signed by the Sandy Springs authorized representative.

**ARTICLE 6  
MODIFICATIONS/CHANGE ORDERS/VERBAL AGREEMENTS**

No verbal agreement or conversation with any officer, agent or employee of Sandy Springs either before, during, or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. If, during the course of performing work on the Project, Sandy Springs and Consultant agree that it is necessary to make changes in the Project as described herein and in referenced exhibits, such changes will be incorporated by written change order and/or supplemental agreements to this Agreement. Any such change order and/or supplemental agreement shall be subject to the express approval of the City of Sandy Springs in its sole discretion and shall further be subject to Sandy Springs' purchasing policies and shall conform to all other applicable requirements of Sandy Springs.

**ARTICLE 7  
TIME OF PERFORMANCE OF WORK**

Consultant shall not proceed to furnish such services and Sandy Springs shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to Consultant from Sandy Springs. The time of performance of work shall begin upon the date of Notice to Proceed and continue pursuant to the schedule described in EXHIBIT E – SCHEDULE OF TIME AND PERFORMANCE OF WORK. Consultant shall begin work under this Agreement no later than five (5) days after the effective date of Notice to Proceed, and shall dedicate sufficient efforts to each required task to complete same in accordance with Schedule E.

The time of performance of work does not include time for reviews for the Project by Sandy Springs, its authorized representative, or any other agency or agencies reviewing the Project. Time charges shall cease when a phase specified in the Proposal has been completed to the satisfaction of the Sandy Springs authorized representative.

When a phase specified in the engineering fee proposal has been completed to the satisfaction of

the Sandy Springs authorized representative, he will notify Consultant that all tasks of such phase are considered accepted and fulfilled as specified in the engineering fee proposal. A Notice to Proceed shall be issued to the Consultant for the next phase of work and shall address the total time of performance of work remaining on the contract.

## **ARTICLE 8 TERM OF CONTRACT**

The term of this Agreement shall commence on the date of award by Sandy Springs. Notwithstanding the foregoing, this Agreement shall continue until Sandy Springs has received and accepted all deliverables, but in no event shall this Agreement extend beyond December 1, 2015, unless the same is amended in writing as provided in this Agreement.

## **ARTICLE 9 COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES**

Compensation for work performed by Consultant on the Project shall be on the basis of rates shown in the Proposal. Direct and miscellaneous costs should be included in the Proposal.

The total contract amount for the Project shall be as set forth in EXHIBIT F - COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES, which is full payment for the complete scope of services. Invoices for payment shall be submitted to Sandy Springs by the first (1<sup>st</sup>) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1<sup>st</sup>) calendar day of the month may not be paid until the last day of the following month.

The Consultant may submit to Sandy Springs an invoice, in a form acceptable to Sandy Springs and accompanied with all support documentation requested by Sandy Springs, for payment and for services that were completed during the preceding phase. Sandy Springs shall review for approval said invoices. Sandy Springs shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by Sandy Springs, are reasonably in excess of the actual stage of completion. Sandy Springs shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the Consultant to the point indicated by such invoice, or receipt of acceptance by Sandy Springs of the services covered by such invoice. Sandy Springs shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase, an accurate update of Exhibit E reflecting current status and noting any deviations from the schedule, and a description of the percentage of total work completed for each phase through the date of the statement.

The Consultant must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the Prime Consultant prior to receipt of any further progress payments. In the event the Prime Consultant is unable to pay subcontractors or suppliers until it has received a progress payment from Sandy Springs, the Prime Consultant shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Sandy Springs and in no event later than fifteen (15) days as provided for by state law.

Consultant agrees that the compensation provided herein shall be full and final settlement of all

claims arising against Sandy Springs for work done, materials furnished, costs incurred or otherwise arising out of this Agreement and shall release Sandy Springs from any and all further claims related to payment for services and materials furnished in connection with this Agreement.

Sandy Springs and Consultant agree that in the event any Agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Agreement provision shall control. Sandy Springs shall not be responsible for any interest penalty for any late payment.

#### **ARTICLE 10 QUALIFICATION OF CONSULTANT'S PERSONNEL AND ENDORSEMENT OF DOCUMENTS**

Consultant shall identify in writing a Project manager who shall have sole authority to represent Consultant on all matters pertaining to this Agreement.

Consultant represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete its obligations pursuant to this Agreement. No personnel shall be employees of or have any contractual relationship with Sandy Springs. All of the services required hereunder will be performed by Consultant under its supervision and all personnel engaged in the work hereunder shall be fully qualified and shall be authorized or permitted under law to perform such services.

Consultant shall use the design team presented to Sandy Springs at the time of negotiations unless changes in the design team are approved in writing by Sandy Springs. Written notification shall be immediately provided to Sandy Springs upon change or severance of any key personnel or subcontractor performing services on the Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractors performing services on the Project without the prior written approval of Sandy Springs. Changing of key personnel or subcontractors performing services during the course of the Project without the prior written approval of Sandy Springs shall constitute a cause for termination under the terms outlined in Article 14 hereof entitled "TERMINATION OF AGREEMENT FOR CAUSE".

Consultant shall employ only persons qualified and duly registered in the appropriate category in responsible charge of supervision and design of the work and further shall employ only qualified and duly registered surveyors in responsible charge of any survey work.

Consultant shall endorse all deliverables including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of Consultant and responsible for the work prescribed by this Agreement.

#### **ARTICLE 11 SUSPENSION OF WORK**

Sandy Springs may order Consultant in writing to suspend, delay or interrupt all or any part of the work on the Project for such period of time as he may determine appropriate for the convenience of Sandy Springs. The time for completion of the work shall be extended by the number of days the work is suspended. Sandy Springs shall not be responsible for any claims, damages or costs

stemming from any delay of the Project.

**ARTICLE 12  
UTILITIES**

Where privately, publicly or cooperatively owned utility companies will require rearrangements in connection with the proposed construction, Consultant shall furnish prints or sepias to Sandy Springs to be sent by Sandy Springs to the utility owners as directed by Sandy Springs.

Consultant shall make no commitments with the utilities which are binding upon Sandy Springs without the approval of Sandy Springs. Consultant will conduct all coordination with the utilities and authorities; however, Sandy Springs may be asked to participate in such negotiations.

**ARTICLE 13  
DISPUTES  
Intentionally omitted.**

**ARTICLE 14  
TERMINATION OF AGREEMENT FOR CAUSE**

Sandy Springs reserves the right to terminate this Agreement at any time for just cause upon thirty (30) days written notice to Consultant, notwithstanding any just claims by Consultant for payment for services rendered prior to the date of termination. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Failure of Consultant to comply with all terms of the Agreement, including maintaining required insurance coverage, may be considered just cause for termination. In the event the required insurance coverage is not maintained, any written notice of termination to Consultant shall be effective immediately notwithstanding the thirty (30) days' notice otherwise required herein. TIME IS OF THE ESSENCE and if the Consultant refuses or fails to perform the work, maintain the scheduled level of effort as proposed and described in this Agreement, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, as more thoroughly described in Article 8 herein entitled TERM OF CONTRACT, or any extension or tolling thereof, or fails to complete said work within such time, such failure to perform the work shall constitute cause for termination. Sandy Springs may, by written notice to Consultant, terminate Consultant's right to proceed with the work or such part of the work as to which there has been delay. In such event, Sandy Springs may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to Sandy Springs as stated in EXHIBIT D – DELIVERABLES. Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by Sandy Springs. Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to Sandy Springs resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with Sandy Springs obtaining the services of another Consultant to complete the Project.

**ARTICLE 15  
TERMINATION FOR CONVENIENCE OF SANDY SPRINGS**

Notwithstanding any other provisions of this Agreement, Sandy Springs may terminate this Agreement for its convenience at any time by written notice to Consultant. If the Agreement is terminated for convenience of Sandy Springs as provided in this Article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

**ARTICLE 16  
WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE 17  
INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of Sandy Springs. Inasmuch as Sandy Springs and Consultant are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of Consultant to do so, without specific prior written authorization from Sandy Springs, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements that Consultant enters into on behalf of Sandy Springs without the express knowledge and prior written authorization of Sandy Springs.

**ARTICLE 18  
RESPONSIBILITY OF CONSULTANT**

Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services rendered and for recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to Consultant's failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by Sandy Springs and at Consultant's expense.

**ARTICLE 19  
COOPERATION WITH OTHERS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by Sandy Springs employees, appointed committees or other consultants and contractors. Consultant shall fully cooperate with Sandy Springs and with other consultants, contractors and Sandy Springs employees or appointed committees. Such cooperation shall include, but not be limited to, attendance at meetings, discussions and hearings, as may be requested by Sandy Springs, furnishing plans and other data

produced in the course of work on the Project, as may be requested from time to time by Sandy Springs to effect such cooperation and compliance with all directives issued by Sandy Springs. Consultant shall provide Sandy Springs with its schedule of work, time and effort to coordinate with other consultants and contractors under contract with Sandy Springs. Consultant shall not commit or permit any of its employees, agents or subcontractors to commit an act which will interfere with the performance of work to be done on the Project by any other consultant or contractor or by Sandy Springs employees.

## **ARTICLE 20 ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by Sandy Springs will not relieve Consultant of the responsibility of subsequent corrections of any errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent errors in, or negligent omissions from, the plans prepared by Consultant. At any time during construction of the Project provided for by the plans or during any phase of work performed by others based on data secured by Consultant under this Agreement, Consultant shall confer with Sandy Springs for the purpose of interpreting the information obtained and to correct any errors or omissions. Consultant shall prepare any plans, reports, field work, or data required by Sandy Springs to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

Prior notification by Consultant of the acceptance of any item(s) furnished by Sandy Springs shall transfer the responsibilities for the accuracy of that item(s) to Consultant.

## **ARTICLE 21 REVIEW OF WORK**

Authorized representatives of Sandy Springs may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of Sandy Springs for inspection and review at all reasonable times in the main office of Sandy Springs. Consultant shall maintain all required records pertinent to this Agreement for a period of three (3) years after final payment is made and all other pending matters are closed. Sandy Springs reserves the right to review and authorize the Project to move forward if affected public agencies, railroads and utilities have not provided timely acceptance. Authorization by Sandy Springs for the Project to move forward in such an event shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work; provided, however, that any additional work which becomes reasonably necessary based on such authorization shall be compensated pursuant to change order as provided in Article 6 hereof so long as such additional work is not due to the fault of Consultant. Sandy Springs may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for Sandy Springs, without any liability therefore, to withhold payment to Consultant until Consultant complies with Sandy Springs' request in this regard. Sandy Springs' review recommendations shall be incorporated into the plans by Consultant.

**ARTICLE 22  
INDEMNIFICATION**

- A. **Commercial General Liability Indemnification.** Other than arising out of the performance of professional services, and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold Sandy Springs, its officers, agents, employees and successors and assigns, harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorneys' fees and defense costs incurred in connection with the defense of third party claims) for claims, suits, or actions of any kind where such liability arises out of or is in connection with the performance (other than the performance of professional services) of this Agreement by Consultant.
- B. **Professional Liability Indemnification.** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Sandy Springs, its officers, agents, and employees, harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorneys' fees and defense costs incurred in connection with the defense of third party claims) to the extent caused by the negligent acts, errors or omissions of Consultant in the performance of professional services pursuant to this Agreement.

Consultant further agrees to protect, defend, indemnify and hold harmless Sandy Springs, its officers, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**ARTICLE 23  
CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of Sandy Springs and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to Sandy Springs, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by Sandy Springs as a result of this Agreement, shall become the property of Sandy Springs and be delivered to the authorized representative of Sandy Springs.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without the prior approval in writing of Sandy Springs. All releases of information, findings, recommendations, and published reports shall include the disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of Sandy Springs. This publication does not constitute a standard, specification or regulation."

It is further agreed that if any information concerning the Project, its contents, results, or data

gathered or processed should be released by Consultant without prior approval from Sandy Springs, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by Sandy Springs or by Consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Should such information be required to be released under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., the restrictions and penalties set forth herein shall not apply. Any request for information directed to Consultant by the public pursuant to the Georgia Open Records Act shall be redirected to the Sandy Springs for further action.

#### **ARTICLE 24 OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Sandy Springs is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement; provided, however, that Sandy Springs acknowledges that such information, data, and materials are Project specific and are not to be used in connection with other projects as a matter of general application. Consultant or any subcontractor is not allowed to use or sell any information subject to this Agreement for educational, publication, profit, research or any other purpose without the written consent of an authorized representative of Sandy Springs. All electronic files used on this Project and necessary to view and/or access information, including any custom or commercially available software developed or used by Consultant, shall become the property of Sandy Springs to the extent that such electronic files are not maintained by Sandy Springs in the ordinary course of business unless the Consultant receives written confirmation from the City that such software shall not be required as part of the Project deliverables. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the authorized representative of Sandy Springs. Any work developed for use on this Project may be released as public domain information by the authorized representative of Sandy Springs at his/her sole discretion.

#### **ARTICLE 25 COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-Sandy Springs fee related to this Agreement without the prior written consent of Sandy Springs. For breach or violation of this warranty, Sandy Springs shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

#### **ARTICLE 26 INSURANCE**

Prior to beginning work on the Project, Consultant shall furnish certificates to Sandy Springs for the following minimum amounts or levels of insurance coverage:

- A. **Workers' Compensation Insurance** sufficient to insure the Consultant against its liability for payment of compensation to the full extent required by Georgia law, from some corporation, association, or organization licensed by Georgia law to transact the business of workers' compensation insurance in the State of Georgia or from some mutual insurance association formed by a group of employers so licensed.
- B. **General Comprehensive Liability Insurance** providing coverage for injuries to persons as well as damage to property in an amount not less than One Million Dollars (\$1,000,000.00).
- C. **Professional Liability Insurance** for engineers/engineering work in an amount not less than One Million Dollars (\$1,000,000.00).
- D. **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project and the Agreement.

All insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Sandy Springs. All such insurance shall remain in effect until final payment is made and the Project is accepted by Sandy Springs. If Consultant receives notice of non-renewal or material adverse change of any of the above coverages, Consultant will promptly advise Sandy Springs in writing. Failure of Consultant to promptly notify Sandy Springs on non-renewal or material adverse change of any of the above coverages terminates the Agreement as of the date that Consultant should have given notification to Sandy Springs.

If Sandy Springs has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by Consultant, Sandy Springs will notify Consultant thereof within twenty (20) days of the date of delivery of such certificates to Sandy Springs.

Consultant shall provide to Sandy Springs such additional information in respect of insurance provided by him as Sandy Springs may reasonably request. The right of Sandy Springs to review and comment on certificates of insurance is not intended to relieve Consultant of his responsibility to provide insurance coverage as specified nor to relieve Consultant of his liability for any claims which might arise.

#### **ARTICLE 27 PROHIBITED INTEREST**

- A. **Conflict of Interest.** Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.
- B. **Interest of Public Officials.** No member, officer or employee of Sandy Springs during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE 28 SUBCONTRACTING**

Unless otherwise provided in this Agreement, Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Sandy Springs.

**ARTICLE 29  
ASSIGNABILITY**

It is understood by the parties to this Agreement that the work of Consultant is considered personal by Sandy Springs. Consultant shall not assign, sublet or transfer this Agreement or any portion thereof without the prior express written consent of Sandy Springs. Any attempted assignment, subletting or transfer by Consultant without the prior express written consent of Sandy Springs shall at Sandy Springs' sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

**ARTICLE 30  
ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable anti-kickback laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

**ARTICLE 31  
DRUG-FREE WORKPLACE CERTIFICATION**

Consultant shall execute a certification in the form of EXHIBIT G - CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE, attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant shall certify that:

- (1) the provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full;
- (2) a drug-free workplace will be provided for the consultant's employees during the performance of this Agreement;
- (3) each subcontractor hired by Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and
- (4) Consultant will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

**ARTICLE 32  
GEORGIA SECURITY AND IMMIGRATION  
COMPLIANCE ACT CERTIFICATION**

Consultant shall execute a certification in the form of EXHIBIT H - CERTIFICATION OF CONSULTANT - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT,

attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth in the certification attached as Exhibit H.

### **ARTICLE 33 AUDITS AND INSPECTORS**

At any time during normal business hours and as often as Sandy Springs may deem necessary, Consultant shall make available to Sandy Springs and/or representatives of Sandy Springs for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit Sandy Springs and/or representative of Sandy Springs to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent Sandy Springs audits or examines such Information related to this Agreement, Sandy Springs shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by law. Nothing in this Agreement shall be construed as granting Sandy Springs any right to make copies, excerpts or transcripts of such Information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its Proposal and shall make such material available at all reasonable times during the period of the Agreement and for three (3) years from the date of final payment under the Agreement, for inspection by Sandy Springs or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to Sandy Springs. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

### **ARTICLE 34 ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established and maintained in accordance with generally accepted accounting principles. Consultant must account for costs in a manner consistent with generally accepted accounting procedures, as approved by Sandy Springs.

### **ARTICLE 35 ENTIRE AGREEMENT**

This Agreement, including the exhibits, constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the Consultant's and Sandy Springs' duly authorized representatives, subject to Sandy Springs' purchasing policies.

**ARTICLE 36  
SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, enforceable in accordance with its terms.

**ARTICLE 37  
HEADINGS**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

**ARTICLE 38  
COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

**ARTICLE 39  
GENDER AND NUMBER**

This Agreement shall be construed by the actual gender and/or number of the person, persons, entity and/or entities referenced herein, regardless of the gender and/or number used in such reference.

**ARTICLE 40  
NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to Sandy Springs shall be addressed as follows:

City of Sandy Springs  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350  
ATTN: John McDonough, City Manager

With copies to:

City of Sandy Springs  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350  
ATTN: Wendell Willard, City Attorney

City of Sandy Springs  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350  
ATTN: \_\_\_\_\_  
Project Manager

Notice to Consultant shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_  
Consultant  
Project Manager

**ARTICLE 41  
JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 42  
EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

- A. Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.
- B. Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 43  
FORCE MAJEURE**

Neither Sandy Springs nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation; provided, however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL)

Approved as to Form:

By: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
Date of Execution

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

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Secretary for Corporation

(SEAL)

\_\_\_\_\_  
Witness

Executed in originals of four (4).

FINAL AFFIDAVIT

TO SANDY SPRINGS

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and services, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ (“Consultant”) or any of its subcontractors in connection with the design and/or construction of \_\_\_\_\_ (the “Project”) have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Sandy Springs on the Project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_ who under oath deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ (“Consultant”), that he has read the above statement and that, to the best of his knowledge and belief, the same is an exact true statement.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A  
CONSULTANT'S PROPOSAL**



March 26, 2012

Ms. Lynn Taylor  
City of Sandy Springs Purchasing Office  
7840 Roswell Road, Suite 500  
Sandy Springs, GA 30350

**RE: RFP #13-032 Marsh Creek Headwater Best Management Practice Design & Administration**

Dear Ms. Taylor:

The City has a unique opportunity on the Marsh Creek Headwater BMP Project to improve water quality and provide its residents with a lasting and valuable community park resource. This project will serve as an example of how stormwater infrastructure can actually be part of a larger community vision such as the City Center Master Plan. The need for such infrastructure is being driven by unfunded regulatory mandates; but instead of implementing routine solutions, you have chosen to proactively design and construct community resources that serve multiple functions.

WK Dickson has assembled a team of highly qualified experts that bring a much-needed local perspective along with nationally-recognized expertise. WK Dickson will be the lead firm for both engineering and landscape architecture for the Marsh Creek Headwater BMP project. We will perform the majority of services from our Atlanta office, which is only 15 minutes away from the project site. Our local staff will strategically engage our firm's regional expertise, as well as the national expertise of Biohabitats on Green infrastructure. During the conceptual planning stage we will collaborate with you and our team members to design the optimum treatment train of water quality BMPs, while applying sound ecological science to an aesthetic treatment of the built environment. Once the concept design is finalized, we will complete the construction documents for the BMP and Park project, and follow through with the pre- and post-construction monitoring and construction services.

We have already done our homework on this project, including site visits, analyzing the stream characteristics, and developing a design and permitting strategy that will minimize delays and costs that would result from having to do a Section 404 Individual Permit (IP) application to the USACE. As currently proposed, the project would likely trigger an IP, but our approach outlines strategies we have used successfully to avoid this unwanted scenario. That translates to less time, cost and expense to the City. Also, our team brings a long and successful track record with the regulatory agencies that will be critical from a relationship perspective as we negotiate the optimum permitting track for you.

Thank you for the opportunity to submit this proposal. After reviewing our qualifications we think you will agree that the WK Dickson team is the right choice for the City of Sandy Springs. We will deliver the highest value, leveraging our local, regional and national expertise to complete this project within the criteria set forth in the 319(h) Grant and complementing the City Center Master Plan. We are engaged and excited at the prospect of working with the City again. If you have any questions please feel free to contact me at your convenience. My office number is 770.955.5574 and my mobile number is 678.488.5664.

Sincerely,

W.K. Dickson & Co., Inc.

A handwritten signature in blue ink that reads 'David M. Ashley'.

David M. Ashley, RLA  
Vice President

## 1.0 Introduction

1.1 Purpose of Procurement - Read and understood.

1.2 Basic Guidelines for this Request For Proposal  
Read and understood.

1.3 Schedule of Events - Read and understood.

1.4 Restrictions on Communications with Staff -  
Read and will comply.

## 2.0 Description of Requirements

2.1 Introduction - Read and understood.

2.2 Objective of the Procurement - Read and  
understood.

2.3 Project Oversight and Staffing - Read and  
understood.

2.4 Project Background - Read and understood.

### 2.5 Detailed Services Required

2.5.1 Project Scope - Read and understood.

2.5.2 Project Deliverables - Read and understood.

2.5.3 Schedule - Read and understood.

2.5.4 Information to be provided in the Proposal

*a) i. A description of the methods and techniques for designing and program management of the multi-use BMP.*

The Marsh Creek Headwater BMP project provides a unique opportunity for the City of Sandy Springs to not only address water quality issues, but to create an aesthetically pleasing community resource that will bolster the new City Center. It will require more than a conventional "nuts and bolts" engineering approach; rather, it demands a collaborative, multi-disciplined approach of water resource engineers, landscape architects, surveyors and environmental scientists, as well as experienced grantsmanship. The WK Dickson team brings the optimum combination of expertise to ensure that we deliver a successful BMP and park project within the USEPA/EPD 319(h) grant award. We have performed a field evaluation of the Marsh Creek Headwater, including testing soils through soil probes, characterizing the channel, and assessing topography and vegetation. Based on this

field assessment and our experience we are concerned that the site could be classified as a perennial stream and thus subject to the Corps of Engineers' (USACE) Section 404 Individual Permit process. If this is the case, then the permitting process will drive the critical path for the City and require a painstakingly focused approach to meet the established schedule of the grant award. Our team's approach will be to make the best possible case for eligibility under a USACE Nationwide Permit.

### PHASE I

#### Data Mining and Collection

Immediately upon notice of award we will schedule an agency meeting to establish the classification of the stream as perennial or as intermittent. If the stream is deemed intermittent it will open up a number of advantageous possibilities from both a design and permitting perspective. Based on our experience we feel there are factors we can argue that would lead to this determination; however, it is not guaranteed, and recent trends rely heavily on a numerically-based stream assessment, which could result in a perennial determination. If the latter is the case, then an expedited or parallel approach to permitting will be adopted to ensure the 2-year schedule is met.

Simultaneously upon notice of award, we will mobilize our subconsultants and execute agreements with them, so that when we receive the official notice to proceed we can begin base design survey. This is another critical path item that can delay planning, modeling and design phases if not executed early in the project process. For example, the proposed project footprint impacts the "Common Area" and at least one residence in the Johnson Creek Development; and it may require buy-in on the project and approval of the sale from most, if not all, the property owners in the development. Our approach minimizes downtime during the early steps of the project. We will also work with the City to initiate right of entry permission with property owners in advance of the scheduled start of survey. Additionally, geotechnical and utility location services will be coordinated in advance so that our team can work efficiently with a single pass through the project, saving both time and money.

We will also prepare for pre-construction monitoring in October 2013 to complete the required two wet weather and two dry weather sampling events. Our local staff is housed only 15 minutes from the project site and will be able to quickly reach the site when

wet weather conditions occur. Effective pre-construction monitoring will be critical not only for the requirements of the 319(h) grant, but also to adequately evaluate the cost effectiveness of BMPs for removal of fecal coliform and other pollutants.

### **Permitting**

As noted above, coordination with the applicable permitting agencies will be vital for completing the project within the required timeframe. Given the proposed footprint, the wet pond portion of the project could require an Individual Section 404 permit from the USACE. A successful strategy our team has used on similar projects where permitting was on the critical path was to hold preliminary scoping discussions with the USACE and GAEPD's Watershed Protection Branch (Section 401, Land Disturbance and Buffer Variance permits) to gain concurrence from these agencies regarding our proposed procedures and the tools used to demonstrate conformance with regulatory programs. Specifically, we will argue that the stream is an intermittent but because of incising it has accessed ground water, thus giving it the appearance of a perennial stream. A part of our strategy will be to further argue that this project will be self-mitigating and that we will restore the channel area and mitigate sedimentation and other effects of urbanization as a result.

The results of these discussions will be formalized into a permitting strategy document that will be provided to the City for review and comment prior to submission to the agencies. The purpose of the preliminary discussions is to focus efforts and reduce the amount of work required by the agencies and the project team, thereby reducing the amount of time necessary to obtain approval of permits. Completion and submittal of permit applications will be consistent with the agreed-upon strategy. Our project team has long-standing working relationships with local, state and federal agencies in the Metro area on complex projects. This will benefit the City through the regulatory approval process.

Our design approach will be such that the project will be configured to keep any stream impacts below 300 feet, the maximum impact to stay within the faster Nationwide 404 permit track. Possible design alternatives to reduce the stream impacts include the following:

- ▶ Moving the pond upstream, impacting what is more likely an intermittent stream as well as

the area where the existing closed pipe system is located. This could open up the opportunity to keep stream impacts below 300 feet and be permitted with a Nationwide Permit instead of an Individual Permit.

- ▶ Reducing the footprint of the wet pond by combining it with a linear treatment train of Regenerative Stormwater Conveyance (RSC), which is a combination of bioretention and stream restoration techniques.
- ▶ Bypass the baseflow around the pond, thus making the BMP offline and avoiding stream impacts or creating a new natural channel design that is self-mitigating.

If an Individual permit is required, our past experience with USACE will be invaluable in securing the permit in time to complete the project on schedule.

Additional permitting considerations include a stream buffer variance with GAEPD, a stormwater permit from the City of Sandy Springs, and an Erosion and Sedimentation Control Permit. We assume that any required buffer mitigation can be addressed onsite with the proposed project, but again, coordination with the GAEPD and USACE will help define these issues early in the design process.

### **Conceptual Planning (30% Design)**

Conceptual Planning is where the vision developed for the 319(h) grant materializes into a feasible project given all of the constraints common to urban retrofitting. The 30% concept plan will be refined based on project constraints such as utility conflicts, permitting issues (as noted above), topography, access, land constraints, and design characteristics aimed at maximizing fecal coliform sequestration. The concept will be iteratively developed to maximize the project goals within those constraints. **See Section 2.5.4 c) on page 14 for our strategy on maximizing bacteria removal while still meeting the other project objectives.**

While communication with the City will be critical to maintain schedule and make any required changes to the project, the Conceptual Planning stage will require the most crucial collaborative effort between WK Dickson and the various stakeholders including City staff, elected officials, and private property owners. WK Dickson will sit down with key City staff to discuss the multiple objectives of the project and how we can meet those objectives within the project con-

straints. Our team of water resources engineers, ecologists, scientists, and landscape architects will develop a Conceptual Plan that meets all project objectives including bacteria removal, hydrologic modification of the watershed, landscape buffering, and park features. Upon finalization of the Conceptual Plan and approval by City staff, WK Dickson will present the Concept Plan to the elected officials. To adequately present the plan, we propose developing an **architectural rendering and computer generated flyover or animated movie** of the proposed project to give the elected officials and residents a better visual image of the final project. In addition to soliciting comments in presentations and meetings, we also propose to develop a project website in which all public documents are available for review and comment. This approach with drawings and web access has been a highly effective method to gain stakeholder consensus for projects and provides a mechanism by which non-technical stakeholders can better deliver feedback.

#### PHASE II

Once the 30% design concept has been finalized, the focus of the project shifts from stakeholder collaboration to implementation of the concept and the resulting plan sheets and bid documents. While stakeholder coordination will continue throughout the project, Phase II will focus on implementing the concept and managing the process and schedule. The first key component of this process is to begin the easement acquisition process. Easement plats may not be feasible for finalization until the completion of the 60% plans; however, property owners should be engaged shortly after approval of the 30% design to facilitate the easement procurement process. WK Dickson typically uses architectural renderings (as noted above) and easement staking to effectively communicate the proposed project to private property owners. The 60% plans will include feedback from the private property owners as well as other stakeholders, including those mentioned previously such as City staff, elected officials, and permitting agencies.

The 60% design plans should be finalized in August 2013 to allow the City time to review the plans prior to moving forward into final permitting and easement acquisition, with the ultimate goal of having bid documents prepared by November 2013.

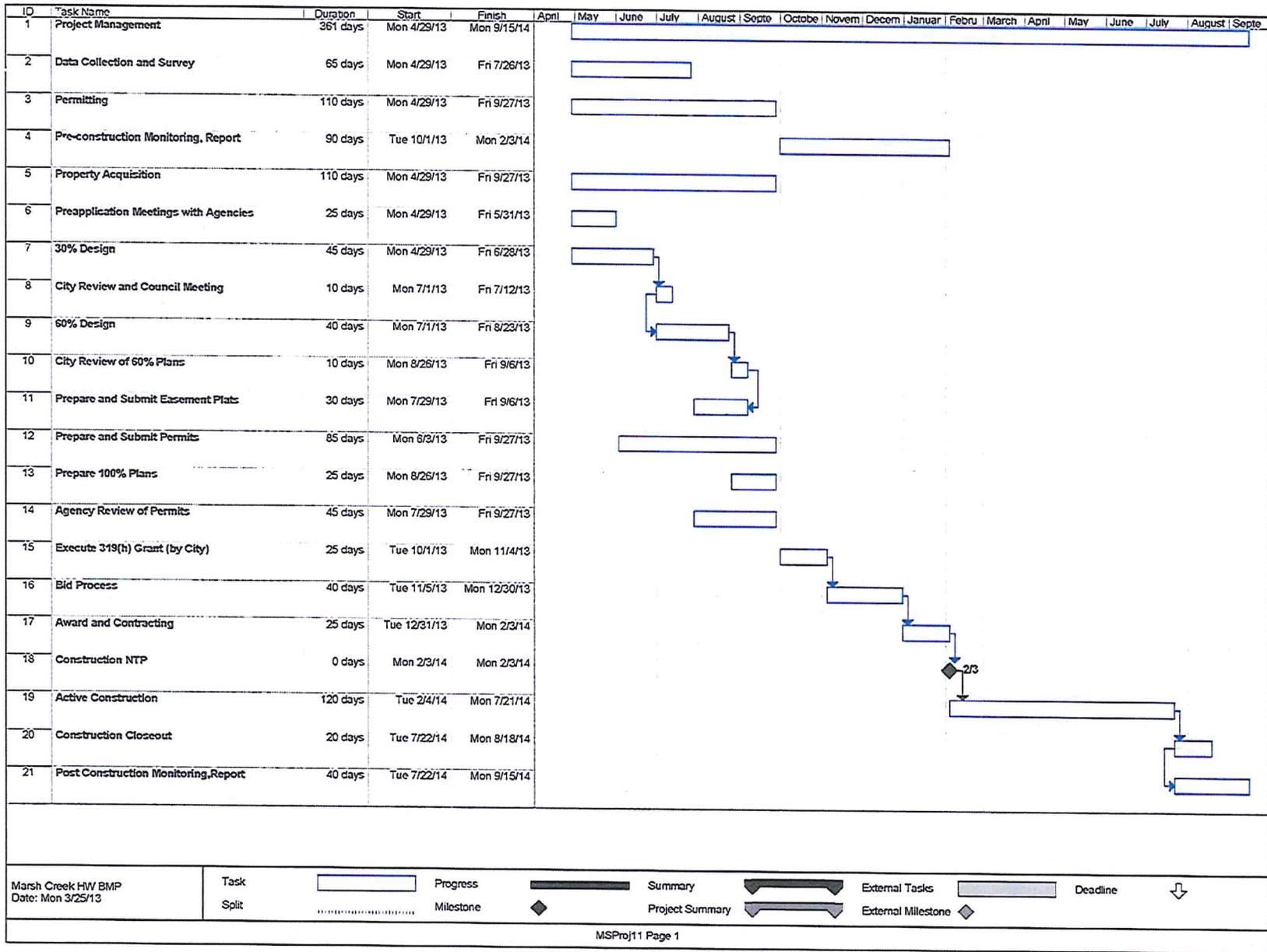
#### GRANT ADMINISTRATION/ADDITIONAL FUNDING

As our project team resumes demonstrate, WK Dickson has in-depth experience with managing and leveraging funding from a wide variety of sources. Our experience in this aspect will allow us to effectively and efficiently assist the City with the administration of the 319(h) funds for this project. This will ensure that the City can maximize the use of the grant funds; obtain the funds in a timely fashion; and minimize any reporting discrepancies and errors that may delay access to these funds.

In addition, our staff can help identify other sources of funding for this project should they be needed. We have worked with many of our clients to leverage funding among multiple sources in order to minimize the local contribution to a project. For example, we can look at funding from sources such as GEFA and even additional money from USEPA for various project components. Our team looks at each project component and its unique conditions that may allow the City to garner funding from different agencies. This affords the opportunity to secure funding from sources that may not have been initially considered when evaluating at the project, but yet will still allow the City to leverage the 319(h) funding should it be secured.

#### *a) ii. An estimate of the time and resources involved in conducting each component of the project.*

A detailed schedule in Gantt Chart format follows on page 4. The timeline assumes that the City desires to complete the design and permitting in advance of executing the 319(h) grant with GAEPD. It also assumes that the project will qualify for a Nationwide permit.



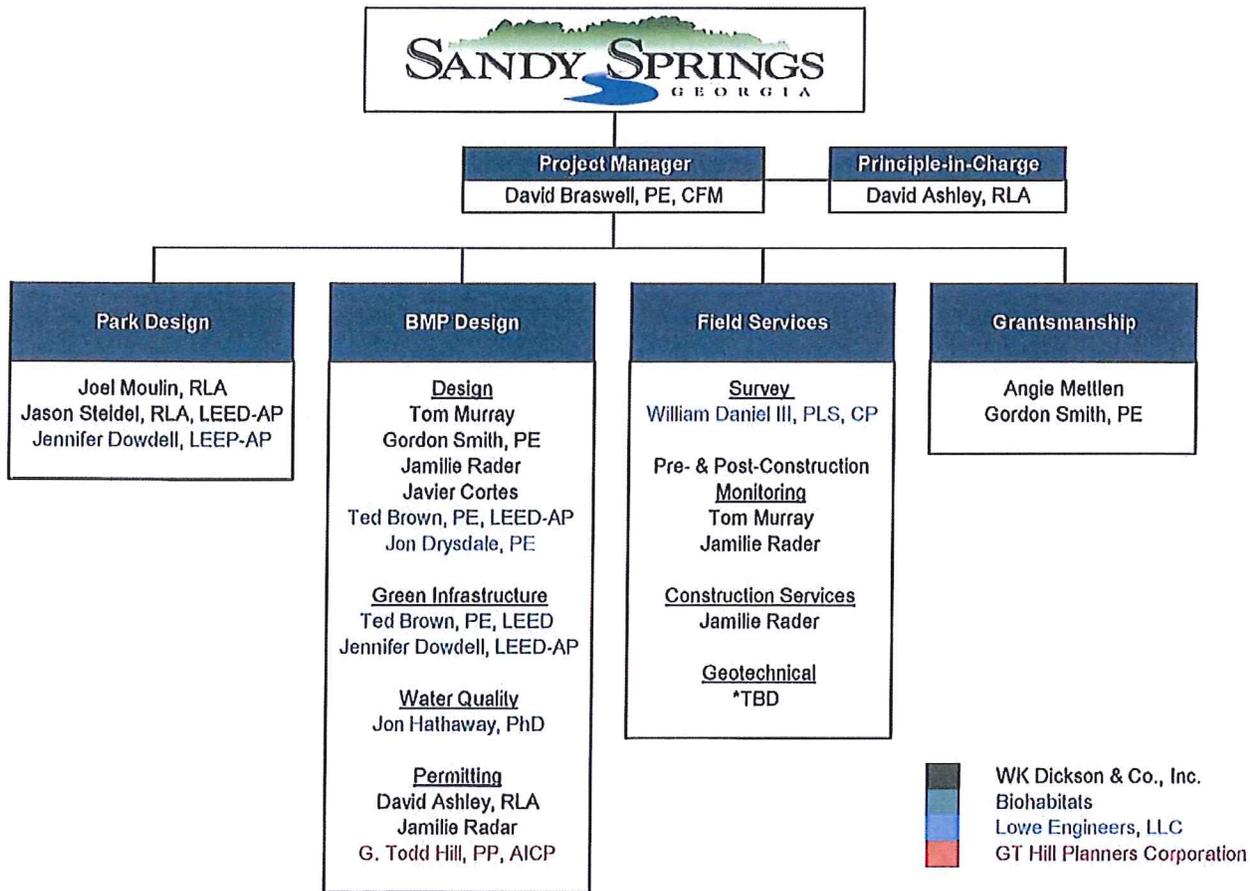
*b) Describe proposed organization and staffing.*

*b) i. Key personnel*

WK Dickson has assembled a highly qualified team of stormwater professionals to work with the City of Sandy Springs on the Marsh Creek Headwater Best Management Practice project in compliance with the proposed 319(h) grant application. **David Braswell, PE, CFM**, has been involved with the City on numerous projects and will be the project manager. His many years of project management and local experience in the design, permitting and construction of stormwater BMPs and park projects will be of great benefit in completing the project within the proposed budget and time constraints.

In order to provide you with the best team possible, WK Dickson will be teaming with Biohabitats and Lowe Engineers. Biohabitats focuses on conservation planning, ecological restoration and regenerative design.

Additional information on the WK Dickson project team can be found in the following organization chart and in the resumes that follow.



\* We plan to utilize a geotechnical firm from the City's approved provider list

**WK Dickson**

WK Dickson, founded in 1929, is a multi-discipline civil engineering firm that specializes in stormwater management, water resources, land surveying, transportation engineering, and landscape architecture for municipal clients throughout the Southeast. Our goal is to help communities improve the lives of their citizens through sound, sustainable design principles. Our focus remains constant — we are committed to listening to our client's needs, learning from their past experiences, acting as their advisor, and creating solutions to their challenges.

David Braswell, PE, CFM — Project Manager  
*BCE – Civil Engineering; Georgia Institute of Technology*

*Registered Professional Engineer: GA, NC, SC  
 Certified Floodplain Manager  
 GSWCC Level II - Certified Design Professional*

David recognizes the importance of contributing his expertise to the community in which he lives and works. He currently serves on the Basin Advisory Committee for the Metro North Georgia Water Planning District (MNGWPD). As a committee member, David has worked to protect water quality and water supply in and downstream of the region, and to minimize adverse impacts on waters due to development. A former member of the Conference and Education Committee for SESWA (Southeastern Stormwater Association,) David stays informed of current and proposed District, EPD and EPA rule changes and BMP and TMDL implementations.

David has over 32 years of Project Management experience in water resources with an emphasis on stormwater master planning, CIP design and BMP projects. David has been an industry leader on stormwater projects in Metro Atlanta for over 27 years, including pond retrofits for the City of Sandy Springs. Typical projects have included stormwater master planning, CIP planning and design projects, BMP designs, water quality/quantity pond assessments and retrofits, dam designs and rehabilitation projects, FEMA studies, water quality monitoring, rainfall and stream-flow measurements, and natural systems projects. David is currently the program manager for the Atlanta Stormwater Group for WK Dickson and has managed multiple projects in the Atlanta Metro area including projects for Sandy Springs. During this time David has been the project manager for several projects that included stormwater BMPs

and/or wet ponds in a park setting to meet local and state water quality requirements. This unique combination of BMP and Water Quality Pond design, along with experience planning and designing park projects makes David uniquely qualified to lead this project for Sandy Springs.

**Glen Errol Detention Pond Assessment — Sandy Springs, GA:** Project Manager for the study to evaluate the failure and condition of the existing structure. Prepared hydrologic models of the basin to analyze the existing and proposed function of the pond and prepared construction plans for the recommended improvements to restore the integrity of the structure and to retrofit the pond to maximize water quality benefits.

**Cherokee County Stormwater Projects — Canton, GA:** Project Manager for the design of stormwater BMPs and detention facilities for the multi-year expansion projects at the airport in compliance with the post development stormwater requirements of the MNGWPD. In addition to water quality, channel protection and detention, the airport is required to meet 2-year volume controls as outlined in the Etowah Habitat Conservation Plan.

**Legacy Park and Ride and Stormwater Bioretention — Columbus, GA:** This WK Dickson designed project is part of a 10 mile Fall Line Trace Bike Trail and includes a parking lot, restroom and retail building, playgrounds, and water quality stormwater features. New impervious areas either sheet flow or are piped into the bioretention area where runoff from high frequency storms infiltrates through the engineered and natural soils, recharging the groundwater system. Runoff for larger design storms are controlled by the outlet control structure and discharged slowly downstream. Important to the stormwater design was the design of a visually pleasing, carefully landscaped feature appropriate to the adjacent park to include signature plantings from the City's design vocabulary while also achieving the stormwater treatment of impervious areas. Also included on the 12 acre site are xeriscape landscaping features requiring no irrigation and hardscape features including signage resistant to vandals in this highly visible destination.

**David Ashley, RLA — Principal-in-Charge**  
*MS – Real Estate and Urban Affairs; Robinson College  
of Business, Georgia State University*  
*BLA – Landscape Architecture; Ball State University*  
*Registered Landscape Architect: GA*

David Ashley is the Atlanta Regional Manager for WK Dickson. He has over 39 years of professional experience in environmental planning, including water, wastewater and watershed/stormwater master planning, NEPA environmental impact studies and Section 404 permitting for water projects. David has spent his career working on a variety of water resource projects in the Atlanta Metro area with a heavy emphasis on project leadership, agency coordination and environmental permitting. He will bring his unparalleled experience and relationships to the project team and help facilitate coordination and negotiations with EPD and the Army Corps of Engineers. Further, as a Vice President of WK Dickson he will ensure proper resources are allocated to this project which will be important given the schedule constraints of the 319(h) grant. In addition he will perform quality reviews of the project and ensure that budgets are adhered to during the project process.

**Tom Murray — Water Resource Analyst**  
*MS – Civil Engineering; North Carolina State University*  
*BS – Environmental Science & Engineering; University  
of North Carolina-Chapel Hill*  
*Registered Professional Engineer: NC*

Tom is one of WK Dickson's most experienced stormwater professionals. He has extensive experience specializing in the design of stormwater capital improvement projects and modeling for urban watersheds. He currently serves as WK Dickson's lead earthen dam designer and he has planned, modeled, designed and permitted over 15 wet pond designs or retrofits in the past 5 years alone. Tom provides modeling support and planning and design to all pond projects WK Dickson undertakes and most recently provided that support to David Braswell on Hyde Park Stormwater Retrofit Pond for the City of Augusta. Tom also was the lead engineer on the Bethel Road Water Quality Improvement Project, which was a grant funded stormwater treatment facility that provided water quality, flood control, channel protection, environmental education/habitat improvement, and park elements.

Tom's expertise with design of pond retrofits, earthen dams, stormwater treatment facilities and BMPs, as well as navigating similar projects through the grant process make him the right choice for this project.

**Hyde Park Regional Stormwater Pond — Augusta, GA:** Tom was the lead water resources engineer for the Hyde Park project, which resulted in the recommendation for the construction of a 44-acre regional stormwater bio-retention pond with newly create wetlands at the downstream end of the watershed. As part of the study, Tom led the hydrologic and hydraulic modeling effort for the Hyde Park facility, water quality analysis, and sizing of forebay, baffles and other infrastructure and assisted in preparation of the conceptual plans.

**Pond Preservation Planning and Design Improvements — Charlotte, NC:** As Project Manager over the past five years, Tom has assisted the City of Charlotte with their Pond Retrofit and Preservation Program intended to preserve and/or enhance water quality benefits of wet detention ponds across the City. WK Dickson has been selected to develop feasibility studies and design plans for five ponds over the five-year period of time. Four of the five ponds have already been constructed and the fifth pond is currently in final design.

As a result of our experience with pond design and construction, the City asked us to develop standard details, specifications and design protocols related to pond retrofit projects. These will be provided to all consultants working with the City as a template for future water quality pond retrofit projects. WK Dickson has developed over 30 design details and 45 construction specifications as part of this effort. We would envision leveraging this effort to benefit the City of Sandy Springs on the Marsh Creek Headwater BMP project.

**Bethel Road Water Quality Improvement Project — Wilmington, NC:** Lead Project Engineer for the design and permitting of a stormwater treatment facility on a 16.5-acre site in the Hewletts Creek Watershed. Objectives included water quality, flood control, channel protection, environmental education/habitat improvement, flexibility, and park improvements. Tasks for this project included architect coordination, public involvement, funding applications, alternatives analysis, permitting, design, and bid administration.

**Gordon Smith, PE — Water Resource Engineer**  
*BS – Civil Engineering; University of Florida*  
*Registered Professional Engineer: GA*

Mr. Smith is a water resource engineer with over 25 years of experience in the management of all phases of civil and water resource engineering projects. Throughout his extensive career Gordon has honed his area of expertise to include drainage basin studies, environmental regulatory permitting, comprehensive master planning, project site analysis and layout, infrastructure retrofits and grantsmanship. He was selected as a key member of the team for this project due to his proven skill set related to translating conceptualized projects like the Marsh Creek Headwater BMP project into construction documents that can be implemented by a contractor without significant changes during construction. This will be critical to this project due to the fixed budget of the 319(h) grant.

**Hyde Park Regional Stormwater Pond — Augusta, GA:** Project Manager for project to alleviate flooding in the area and improve water quality. WK Dickson provided surveying and engineering services to construct a 44-acre regional stormwater bio-retention pond with newly created wetlands. It is the City's intent to purchase the land in Hyde Park to relocate the residents and convert the property into a regional stormwater system. Of important note, this project also includes close coordination with GEFA and GE-MA to discuss and strategize funding options which we envision being a potential supplementary source of funding for the Marsh Creek Headwater BMP project if desired by the City. His experience and relationship with these agencies will be a great value if additional funding is needed or pursued.

**Butler Creek Trailhead Park – Augusta, GA:** Project Manager for a 36-acre regional park which includes picnic pavilion with restroom facilities, playgrounds, a basketball court, nature trails and a multipurpose field. A 70' long steel pedestrian bridge provided access over Butler Creek linking the recreational facilities to the paved parking. Particular attention was required for working in Butler Creek's floodway to assure the flood capacity was preserved. Stormwater facilities were also built to attenuate runoff and improve water quality from the site. This park will ultimately be a public access point to the proposed greenway trail system along Butler Creek.

**Angie Mettlen — Grantsmanship**  
*BS – Bioengineering; Clemson University*

Angie has over 20 years of engineering, grant writing and grant administration, and regulatory permitting experience throughout the Southeast. She previously served as the Assistant District Director for the Central Midlands Environmental Quality Control Office and as the Manager for the Drinking Water Compliance and Enforcement Section of SCDHEC. In this role she developed a reputation as a recognized expert regionally and nationally on regulatory and governmental issues regarding environmental quality and utility planning. She has continued to develop and foster this expertise and routinely advises municipalities as well as local, state and federal leaders on current issues.

In addition, Angie has significant grant experience and has assisted units of government throughout the Southeast in securing funds for a wide variety of infrastructure projects. In this role, she has worked closely with regional Councils of Government, Departments of Commerce, the US Economic Development Administration, the US Rural Development Administration, the US EPA including the Clean Water Act Section 319(h) Grant Program as well as GEFA and GE-MA funding locally.

Her successful grantsmanship has yielded over \$45 M in funding for a variety of projects across the Southeast and she has administered the majority of these grants for the recipients. Her expertise in securing and managing grants including 319(h) grants will be extremely important to ensuring the City of Sandy Springs that all aspects of the grant process are adhered to and to help secure additional funding if needed or desired.

**Joel Moulin, RLA — Landscape Architect**  
*BLA – Landscape Architecture; Kansas State University*  
*Registered Landscape Architect: GA, SC, NC*

Joel Moulin has over 35 years experience in the field of Landscape Architecture. He has extensive experience in park, trail and sustainable recreational planning. He has worked on numerous projects from conceptual design through construction close-out which affords him the unique understanding of what it takes to translate a concept like the Marsh Creek BMP site into a viable construction project that meets the project needs while providing community value.

His career has been focused on sustainable public park and recreation planning and design, with active and passive parks, trails, playgrounds, sports fields and golf courses. He has designed a number of multi-modal trail systems, bike paths, greenways, rails-to-trails and boardwalks as well as parks, recreation ball fields and public gardens in new and existing park sites. Joel's impressive portfolio includes projects of all sizes from an urban pocket park to those sized in the hundreds of acres, and from famous national landmarks to ecologically sensitive sites. Joel will bring his national expertise to provide a unique park design experience to the Marsh Creek project. He particularly enjoys the public participation process and has worked with community groups, municipal staff, City Officials and interested citizens to gain grass roots support and approval for projects. Most importantly he has recently worked with David Braswell on a variety of park projects including several that required water quality features. Their proven track record of successfully planning, designing and constructing similar projects together will give the City the peace of mind that our team brings the right balance of stormwater expertise with sustainable park design.

**Fall Line Trace Trail and Sign Enhancement — Columbus, GA:** Project Landscape Architect responsible for design, layout, grading, storm drainage, construction details and planting along the 10-mile trail corridor. Project included pedestrian crossings of major thoroughfares and railroad as well as working with stakeholders to secure trail alignment through downtown streets and commercial enterprise in an urban environment. Native and drought tolerant plant material were specified for the project. Also a sign plan including design, layout, details of monument, way finding, safety and mileage markers was developed. Innovative solutions included solar power illuminated street sign and trail monuments as well as reflective mileage markers that can be seen from the air to expedite emergency response.

**Legacy Park and Ride — Columbus, GA:** Project Landscape Architect responsible for design layout grading, storm drainage, construction details and planting of the park and ride facility including a dog park and playground. The work included universal accessible playground to meet the recreation needs of children with a wide range of ability.

**East Athens Community Park — Athens, GA:** Project Landscape Architect responsible for design, layout, construction details and planting of the 120-acre active and passive park. Work included development of a tree management plan and planting plan for a stormwater management / bio-retention pond as well as a wide array of recreation elements including splash pad, walking trail, athletic fields, ADA compliant playground, concession-restroom building, climbing wall, basketball court, picnic shelter and parking.

**Jamilie Rader — Project Designer**

*BS – Civil Engineering, Southern Polytechnic State University*

Jamilie's experience has been primarily on design and construction document preparation and production as well as construction administration/inspection for municipal infrastructure projects including stormwater CIPs, water quality ponds, many of which are located in park or public space settings as well as conventional infrastructure like roads, parks and municipal facilities.

She has successfully created and submitted permit documents for multiple Georgia counties including Fulton County, inclusive of NPDES requirement as well as erosion and sediment control. She was selected due to her strong background in plan production, familiarity with both stormwater BMP and park projects as well as her experience performing construction administration and inspection for the projects on which she was lead designer. We envision Jamilie not only providing support during design but also during construction for the Marsh Creek Headwater BMP project. We have found that using the lead designer for construction services provides a great value due to the project familiarity and understanding of design intent. This directly translates to saved time and money to clients by being able to more effectively and efficiently manage construction issues as they arise.

**Javier Cortes — Senior Designer**

*MS – Engineering Planning; National University Autonomous of Mexico*

*BS – Civil Engineering; National University Autonomous of Mexico*

Javier has nine years of engineering experience with a proven record of success developing and executing strategic planning projects and diagnosis, primarily in the water resources field. Areas of expertise include

problem identification and solution, statistical research and analysis, coordination of workshops to obtain information from communities, and planning and design. In addition, Javier often provides support on conceptual plans as well as final design plans. His ability to be involved in projects from planning through construction makes him an invaluable part of the WK Dickson stormwater team. In addition, Mr. Cortes is fluent in Spanish which has proven valuable in field support during construction inspection.

Jason Steidel, RLA, LEED-AP — Landscape Architect  
BLA – Landscape Architecture; University of Georgia  
Registered Landscape Architect: GA  
LEED Accredited Professional

Jason has a diverse background of project development, design and construction phase services for parks and recreation projects in the Atlanta Metro Area. He is a registered Landscape Architect as well as a LEED Accredited Professional, which gives him a unique perspective on the importance of integrating natural resources into site elements of his park projects. Having worked predominantly in the Atlanta Metro area, he also has extensive experience in urban park planning and design. In addition to his expertise in urban parks and recreation projects he is also certified to do environmental planning documents for the State of Georgia. Jason also is accomplished at generating computer simulated renderings and flyovers which provide a real world look at alternatives during the Conceptual Planning phase. We have used these renderings and flyovers successfully to gain consensus on design elements amongst stakeholders. These renderings and flyovers can be linked to the City's website as a value added service to provide the public a "sneak peak" at the project.

### Biohabitats

Since opening its doors in 1982, Biohabitats has combined the disciplines of conservation biology, landscape ecology, restoration ecology and sustainable design to help local, state and federal agencies throughout North America conserve biodiversity, restore ecological processes and regenerate the human spirit. The Firm collaborates regularly with architects, traditional engineering firms, construction firms and other allied consultants, as a project or client requires. Unlike most traditional engineering and landscape architecture firms, Biohabitats' entire practice is focused on conservation planning, ecological restoration and regenerative design.

Jon Hathaway, PhD — Water Resource Engineer  
PhD & MS – Biological & Agricultural Engineering,  
North Carolina State University  
BS – Civil, Construction & Environmental Engineering,  
North Carolina State University  
Registered Professional Engineer: NC

Dr. Hathaway has over ten years of research, teaching and project experience in water resources engineering, low impact development, and Green infrastructure design. His project experience includes design, construction oversight, and monitoring assessments of urban stormwater management projects with a particular focus on the use of Green infrastructure for bacterial treatment. Through his research, publications and project application he has become a recognized expert in his field, especially within the Southeastern United States.

Dr. Hathaway's doctoral dissertation focused on indicator **bacteria transport and treatment in urban watersheds**, evaluating bioretention areas, stormwater wetlands, and wet ponds for their ability to sequester indicator bacteria such as fecal coliform. He is an expert in this particular field, with his research on indicator bacteria in urban watersheds having been published in numerous peer reviewed national and international journals. While a doctoral candidate he also organized and helped deliver a technical training on Microbes and Stormwater at multiple locations in the Southeast. Dr. Hathaway currently serves on the American Society of Civil Engineers Pathogens in Wet Weather Flows Technical Committee. His expertise and experience with bacterial transport and treatment will ensure that the Marsh Creek Headwater BMP is designed in a way to ensure that removal goals will not only be met but exceeded. Additionally, his skills will be invaluable in selecting the appropriate combination of BMPs in the treatment train to minimize the overall footprint thus reducing stream impacts and construction costs.

**Lenoir Stormwater Wetland Retrofit — Lenoir, NC:** Dr. Hathaway aided in the design and construction of a two-acre stormwater wetland retrofit in Lenoir, NC. The site was designed to improve water quality from approximately 90 acres of residential area feeding Lower Creek. The project was funded by the Clean Water Management Trust Fund, and included **monitoring of fecal coliform to determine the system's microbial sequestration capabilities.**

**Dye Branch Stormwater Wetlands Retrofit — Mooresville, NC:** Dr. Hathaway was the lead designer and aided in construction oversight and monitoring of the Dye Branch Wetlands in Mooresville, NC. The wetlands were designed as a system of three wetlands in series, and received runoff from a highly urbanized watershed including portions of downtown Mooresville. These wetlands were a portion of a larger project by the North Carolina Ecosystem Enhancement Program to restore Dye Branch and provide hydrologic improvements in its watershed.

**University of North Carolina – Carolina North Phase 1 — Chapel Hill, NC:** Dr. Hathaway provided conceptual level stormwater design for Phase 1 of the Carolina North development at the University of North Carolina – Chapel Hill. The design employed innovative stormwater management techniques while satisfying numerous state and local regulations. A treatment train approach was implemented for stormwater management, including cisterns, bioretention, and stormwater wetlands.

**Montgomery County Task Order 14: Breewood Stream Restoration and LID Retrofit Project — Montgomery County, MD:** Biohabitats was part of a team exploring retrofit stormwater opportunities in an urbanized watershed in Montgomery County, MD. Dr. Hathaway provided engineering support by assisting with the identification, design, and cost estimation of LID retrofits in the watershed as part of a comprehensive watershed approach including hydrologic stabilization and stream restoration.

**Blue Neighborhoods and Alleys Program — Baltimore, MD:** Through a National Fish and Wildlife grant, Biohabitats collaborated with Blue Water Baltimore and the Center for Watershed Protection to design and construct four permeable alleyways and four bioretention bumpout facilities in the ultra-urban neighborhoods of Patterson Park and Butchers Hill, Baltimore City. The project was a landmark for the city, as it actively pursued urban retrofits to comply with its latest NPDES permit requirements. Dr. Hathaway assisted with system design, cost analyses, and a monitoring plan for the project.

**Ted Brown, PE, LEED-AP — Water Resource Engineer**  
*MS – Civil Engineering; University of Virginia*  
*BA – Economics, University of North Carolina*  
*Registered Professional Engineer: NC, MD, NY, NJ*  
*LEED Accredited Professional*

Mr. Brown has over 18 years of experience in environmental restoration, watershed management and planning, and stormwater management services. With expertise in Green infrastructure, Low Impact Development (LID), and regenerative design, Mr. Brown has been involved in stormwater BMP design projects nationally and internationally. He will draw on his experience to provide significant input to the team during the conceptual planning phase as well as to evaluate the use of Regenerative Stormwater Conveyance (RSC) techniques to minimize stream impacts while improving water quality treatment.

Also of important note to the City of Sandy Springs is that Mr. Brown worked for eight years at the Center for Watershed Protection (CWP), a nationally recognized non-profit that develops innovative technical guidance relating to watershed assessment and management where he played an important role in the **development and writing of the State of Georgia's Stormwater Manual**. His understanding of this important guidance document will ensure that any proposed treatment trains that are selected will meet the requirements of the State.

**Jennifer Dowdell, LEED-AP — Landscape Architect**  
*MLA – Landscape Architecture, University of Michigan*  
*BA – Writing/History, Loyola College*  
*LEED Accredited Professional*

Ms. Dowdell has worked extensively on the issues of landscape ecology and sustainable design. Her expertise combines a refined aesthetic sensibility with sound and resourceful research and analysis for sustainable design in a variety of environments. Highly skilled in Green infrastructure planning at multiple scales, Ms. Dowdell integrates landscape ecological principles with innovative stormwater and landscape management for site design and master planning initiatives. She has applied this expertise to sites ranging from urban municipalities to college campuses.

She will provide the team support during the conceptual planning phase as it relates to integrating the human element into the BMP design. She is particularly adept at balancing the technical needs of project in-

infrastructure with the community desire for place that parks so often provide.

#### **GT Hill Planners Corporation**

GT Hill Planners Corporation (GTHP) was founded on a simple business concept— provide the highest-quality work with the most responsive customer service to our clients. Its staff includes historians, archaeologists, ecologists, public involvement specialists, and environmental planners, and GT Hill Planners provides a full range of environmental planning documents and associated special studies to a range of clients. GT Hill staff possess the skills to complete a wide range of related studies, including ecology reports, EJ analysis and community impact assessments, historic and archaeological resource surveys, assessment of effect documents and other Section 106 compliance procedures, all aspects of standard open house public involvement as well as more innovative approaches, individual 404 permits, stream buffer variances and mitigation plans.

#### **G. Todd Hill, PP, AICP —**

##### **Senior Environmental Scientist**

*BS – Marine Science; Stockton State College  
Rutgers University, Urban Planning Course Work  
American Institute of Certified Planners*

G. Todd Hill, an ecologist and planner with more than 20 years of experience in the field, started the firm in 2006, and since its incorporation, GTHP has grown exponentially as a result of our ability to follow through on its commitment to its client-centered approach. The well-respected firm has already established a reputation for quality work and a superior level of client support. Its highly-satisfied clients appreciate GTHP's genuine dedication to their projects

#### **Lowe Engineers**

Lowe Engineers, LLC was incorporated in Atlanta, Georgia, in 1957. The current owners have been working together since the early 1980s. The firm professionals have provided comprehensive engineering, surveying, mapping and planning services for local government, federal agencies, utilities, industrial and

private sector clients throughout the United States and abroad.

#### **Jon W. Drysdale, PE — Water Resource Engineer**

*MBA – Emory University, 1988*

*MSCE – Civil Engineering; Georgia Institute of Technology*

*BSCE – Civil Engineering; University of Tennessee*

*Registered Professional Engineer: GA*

John Drysdale has extensive design and construction experience in the Atlanta Metro area and has spent the majority of his 34 year career focused on water resource projects. In addition to being another invaluable local resource, he also brings a unique skill set to our team in that he previously served as **Deputy Director of Public Works for Sandy Springs** and, through that experience, brings an unmatched understanding of the City's policies, procedures and protocols for capital project implementation.

#### **William Daniel III, PLS, CP — Survey Manager**

*MS – Civil Engineering; Tulane University*

*BS – Civil Engineering Technology; Southern Polytechnic State University*

*Registered Professional Land Surveyor: GA, FL, NC, SC  
Certified Photogrammetrist: 50 states*

Mr. Daniel has over 30 years of experience in the surveying profession, having worked primarily for the local, state and federal governments. During his extensive career he has worked on projects of all sizes/scales including conventional surveying, GPS surveys, as well as LiDAR based surveys and GIS mapping. He will provide his extensive experience and expertise to plan, execute and review the field data collection and base survey mapping. He is very familiar with Sandy Springs as well as the project site and will ensure that the vast survey resources of Lowe Engineering are available to accurately and efficiently perform the surveying tasks of the Marsh Creek Headwater BMP project. He will also be the Professional Land Surveyor of record and oversee any boundary and plat preparation work required.

**b) ii. Responsibilities for all proposed staff**

The following table details the responsibilities for each staff member.

<b>Team Member</b>	<b>Responsibility</b>
David Braswell	David will serve as your Project Manager and primary point of contact. He will oversee the overall project team, provide project leadership throughout the project, supervise the local plan production of the construction documents for the Marsh Creek Headwater BMP, coordinate construction services and ultimately ensure the project is completed on time and according to the budget in the 319(h) Grant. He will also serve as the engineer of record for the project.
David Ashley	David will serve as Principal-in-Charge and secondary point of contact. He will assist with permit negotiation and coordination as well as overall QA/QC. David will also ensure that the appropriate company resources are allocated to the project and that we adhere to both budget and schedule. As a Vice President of WK Dickson, he has the authority to commit staff for the duration of this project.
Tom Murray	Tom will assist with the BMP conceptual design, water quality analysis and modeling as well as the pre- & post-construction monitoring framework development.
Gordon Smith	Gordon will provide assistance with the BMP conceptual design process, assist with local construction document preparation as needed and assist with Grantsmanship.
Angie Mettlen	Angie will provide her extensive experience in grantsmanship, especially related to the US EPA 319(h) Grant Program. Also she will evaluate options for alternative funding solutions with an understanding that any additional funding opportunities cannot delay the project schedule.
Joel Moulin	Joel will assist with the master planning of the park elements including park programming, layout and design, educational signage, and community involvement while helping integrate sound ecological science to an aesthetic manipulation of the built environment
Jamilie Rader	Jamilie will be our local design lead for the construction document preparation phase and will assist with preparation of permitting drawings. Since she is only minutes away from the project site, she will also assist with pre- & post-construction monitoring as well as providing construction services.
Javier Cortes	Javier routinely assists Jamilie with construction document preparation and will assist on the Marsh Creek Headwater BMP with design analysis and production design as well as construction services as needed.
Jason Steidel	Jason will serve locally as our lead Landscape Architect and will not only be involved in assisting with the park layout and design elements, but also will work closely with David Braswell on the plan production of the park components.
Jon Hathaway	Jon will assist with BMP selection and the orientation of the treatment train to ensure successful bacterial removal efficiency. He will also assist Tom with water quality analysis as needed.
Ted Brown	Ted will bring his experience with authoring the Georgia Stormwater Manual to ensure the BMPs selected and the proposed treatment train meets the requirements of the State. He will also lend his national expertise on Green infrastructure design to the team as needed.
Jennifer Dowdell	Jennifer will support the Landscape Architecture team with integrating the issues of landscape ecology and sustainable design into the overall project landscape. She will primarily be involved in the early phases of the project.
Jon Drysdale	John will assist the team throughout the project as a valuable resource with extensive water resource experience and his unique understanding of the protocols, processes and procedures in Sandy Springs from his past role as Deputy Director of Public Works.
G. Todd Hill	Todd will assist with permitting specifically the 404/401 process for the Marsh Creek Headwater BMP project. In particular he will help with the jurisdictional determination of the stream, negotiating with the regulatory agencies and with the overall preparation of either a Nationwide or Individual permit.
William (Bill) Daniels III	Bill will assist with land surveying, base mapping, property boundary survey, plat preparation and easement staking.

*c) Describe the means and methods for ensuring the BMP will meet the intent of the Project as outlined in the Grant application while maintaining budgets and schedules or all necessary resources and the overall objectives of the Sandy Springs City Center Master Plan.*

The 70% fecal coliform removal efficiency proposed in the Section 319(h) grant proposal should be achievable with a combination of treatment trains such as bioretention, Regenerative Stormwater Conveyance (RSC) and wet pond. Our staff of experienced water resource engineers and scientists will guide design decisions throughout the process. Their experience utilizing a combination of treatment trains allows the optimization of treatment while balancing construction costs; this will be important given the fixed budget of the 319(h) grant. Also, we have found Regenerative Stormwater Conveyance (RSC) to be highly effective from both a water quality perspective and cost perspective. This linear combination of bioretention and natural stream design lends itself well to pretreatment on this project, thus minimizing stream impacts by being permitted as self-mitigating and reducing the overall wet pond footprint without losing the aesthetic features desired for the park setting.

The use of BMPs has been well documented for TSS removal. The research and monitoring for the effectiveness of different types of BMPs for fecal coliform (and other indicator bacteria) reduction is, however, a much newer area of academic and field study. Far less regional data are available on bacteria removal as a function of BMP type and design parameter.

Research has shown variable results for bacteria removal from wet ponds, particularly when comparing results across geophysical regions (Hathaway and Hunt, Journal of Irrigation and Drainage Engineering, 2012). Although studies by Mallin (Journal of Environmental Quality, 2002), Hathaway and Hunt (Journal of Irrigation and Drainage Engineering, 2012) and Hathaway et al. (Journal of Environmental Engineering, 2009) found that wet detention ponds in sandy coastal plain watersheds performed relatively well for bacteria removal, other studies published by Krometis (Journal of Environmental Engineering, 2009) and Davies and Bavor (Journal of Applied Microbiology, 2000) showed relatively poor performance for bacteria removal in wet detention ponds in clayey watersheds as found in the Sandy Springs area. The variation in results could have been related to differences in particle-microbe interactions and/or dilution from

the water table in some locations. Conservatively, wet ponds can be considered to have moderate capabilities for fecal coliform removal.

While wet ponds may not be the most effective BMP for bacteria removal, they can be effective in a BMP treatment train, such as the proposed Marsh Creek Headwaters BMP, with a bioretention cell followed by a wet pond. If possible, a flow splitter will be incorporated into the design allowing the base flow to continue along the linear bioretention or RSC system east of the proposed pond, with higher flows being diverted into the wet detention pond. This approach could potentially reduce the linear footage of stream impacts and ease the 404 permitting process. Based on the proposed BMP footprint of 0.343 total acres for the bioretention cells and 1.04 acres for the wet pond, our estimates show the project can be constructed within the project budget of \$854,700 presented in the 319(h) grant application. However, our preliminary evaluation of the site, as well as the wet pond and bioretention cells shown in grant application, indicates that the treatment train as proposed will create more than 300 feet of stream impact; thus it would not qualify for the more expeditious Nationwide permitting process. If we are unable to reduce this footprint a different treatment train configuration would be required to reduce both time and cost for the City. We do note that the grant application does not include costs of land and easement acquisition.

To tie all of the objectives of the project together, our landscape architects and funding specialists consistently team with our water resource engineers and scientists to deliver complete projects to our clients. The landscape architects will incorporate the park design with the BMPs to not only provide a recreational location for residents, but also provide educational opportunities with trails and signage at the treatment train of BMPs. This could include gathering points at the BMPs to facilitate primary and secondary school environmental field studies. The WK Dickson team will deliver an ecologically sustainable design for landscape hardscape and softscape elements, so the project will withstand the rigors of anticipated heavy public use and the desire for plant selection that is durable, attractive and drought tolerant. The signage will not only inform the public of how a BMP improves water quality, but also provide information on source control.

Although the Marsh Creek Headwater BMP project is just outside the Sandy Springs City Center Master Plan boundary, more than 50% of the project's drainage area is contained within the Center City area. The project's close proximity to the City Center will support the City's 10 year planning goals in the following ways:

- ▶ Provide a stormwater facility that serves a large area within and contiguous to City Center;
- ▶ Provide BMPs that can be seamlessly integrated into a proposed connected small park with trails; and
- ▶ Further enhance the City's Green network connections.

As envisioned by the City of Sandy Springs and executed by the WK Dickson team, the project will provide the City with a welcoming place that is walkable and aesthetically pleasing while meeting the treatment goals, budget and schedule as detailed in the Section 319(h) grant proposal.

*d) Documentation of experience on similar projects.*

As shown below with selected similar projects, WK Dickson and our subconsultants have broad experience working with large local governments in Georgia including Smyrna (51k population), Cherokee County (218k population), Columbus Consolidated Government (301k population) as well as Sandy Springs and Charlotte NC (1M population). Our significant experience with stormwater BMPs includes the design of bioretention cells and wet ponds as well as LID water quality features in similar-sized drainage areas with high impervious area. Our experience includes the design of BMPs for bacteria removal.

Included in our project listing are BMPs integrated into recreation and residential areas. These projects include design by in-house landscape architects with hardscape and softscape selected to be environmentally sustainable, which would include resistance to weathering and vandalism and no irrigation requirements.

Use of current technology is integrated into all aspects of our projects, from initial survey integration into the latest version of AutoCAD Civil 3D to the use of project websites to enable City staff, elected officials, and residents to have updates on project progress.

Our project team has on-going experience with state and federal government entities likely to be involved in the project including USACE, EPA, and GAEPD. GAEPD was vocal in their appreciation of our work with the Columbus projects because of our success in minimizing site disturbance and maximizing preservation of existing pervious and canopy areas on the 10-mile trail. Goodwill with GAEPD translates into an enhanced negotiating position if buffer offsets are required to mitigate on the Marsh Creek Headwater BMP Project.

**Legacy Park and Ride and Stormwater Bioretention**

— **Columbus, GA:** This WK Dickson designed project is part of a 10-mile Fall Line Trace Bike Trail and includes a parking lot, restroom and retail building, playgrounds, and water quality stormwater features. New Impervious areas either sheet flow or are piped into the bioretention area where runoff from high frequency storms infiltrate through the engineered and natural soils, recharging the groundwater system. Runoff for larger design storms are controlled by the outlet control structure and are discharged slowly downstream. Important to the stormwater design was the design of a visually pleasing, carefully landscaped feature appropriate to the adjacent park to include signature plantings from the City's design vocabulary while also achieving the stormwater treatment of impervious areas. Also included on the 12-acre site are xeriscape landscaping features requiring no irrigation and hardscape features including signage resistant to vandals in this highly visible destination.

**Hyde Park Regional Stormwater Pond — Augusta, GA:**

Project to alleviate flooding in the area and improve water quality. WK Dickson provided surveying and engineering services to construct a 44-acre regional stormwater bio-retention pond with newly create wetlands. It is the City's intent to purchase the land in Hyde Park to relocate the residents and convert the property into a regional stormwater system. Of important note, this project also includes close coordination with GEFA and GEMA to discuss and strategize funding options.

**Taylor Brawner Park — Smyrna, GA:** WK Dickson was lead designer for this 20-acre project site situated on the former Brawner Hospital and Taylor home-stead. This crown jewel of Smyrna was designed based on public input for needs for green space for passive recreation surrounding the renovated Brawner

Hospital. The project includes a bioretention area, walking trails, parking, gardens and other amenities. WK Dickson provided design, permitting, and construction services on the project.

**Cherokee County Airport Stormwater Projects — Canton, GA:** WK Dickson provided design, permitting, and construction services for stormwater improvements to the Cherokee County Airport. The design included BMPs in series including infiltration ponds above stormwater ponds, to enable infiltration of the post-construction two year storm. The project also included sand filters and micro detention ponds.

**Pond Preservation Planning and Design Improvements — Charlotte, NC:** Over the past five years, WK Dickson has become the go to firm for the City of Charlotte with their Pond Preservation Program which is intended to preserve and/or enhance water quality benefits of wet detention ponds citywide. WK Dickson has been selected to develop feasibility studies and design plans for numerous facilities over that period of time which has led to the construction of four pond retrofits in the past few years with the fifth in final design currently. As a result of WK Dickson's experience with the pond design and construction, the City subsequently engaged us to develop standard design protocols, details and specifications to be used by all consultants working with the City for future pond retrofit projects.

WK Dickson has been able to negotiate exemptions or a smaller design storm for regulated dams. These reductions have saved the City hundreds of thousands of dollars in costs as well as lengthy delays in design and construction. The proposed water quality improvements included maximizing treatment for the 1-inch storm to the extent practicable within the site constraints. The water quality treatment was provided in various ways for different ponds including, lowering the normal water surface elevation, raising the dam, draw down orifices in riser structures, littoral shelves, addition of buffers, and use of treatment trains.

**Washington Avenue Green Design-Build — Philadelphia, PA:** Biohabitats worked with the Delaware River Waterfront Corporation to repurpose abandoned Pier 53 for reuse as a public use park. This project exemplified sustainable design by leaving in place areas of broken pavement and integrating environmentally

sustainable landscape plantings on the site which, in addition to providing aesthetic improvements, also provided LID water quality benefits. Biohabitats provided design, public outreach, and construction management on the project.

*e) Describe quality control measures, warranty and corrective action procedures.*

Before design and survey effort begins, we conduct a project kick-off meeting and establish the Basis of Design (BOD). This meeting will be led by David Ashley, the Principal-in-Charge and QA/QC leader for the Marsh Creek Headwater BMP project. We will establish the critical path for the project, starting from the end of construction and working backwards through the project to the beginning of the survey and design effort. In doing so, we will firmly establish all of the known permitting requirements and clarify many of the design decisions before significant design effort is made. We will then conduct meetings with key regulatory agencies to review the project and confirm location and design criteria specific to this project. We can then begin focused effort on design and survey. The BOD and critical path will be reviewed throughout the life of the project to ensure that effort is not made before other critical and required decisions are made and confirmed. At every QA/QC review, the BOD is used to confirm why design decisions were made and verify that the design conforms to both the City's and regulatory agencies' requirements. If not, a corrective action plan will be developed and communicated to the City to address any issue quickly and to take full responsibility for our work. The corrective action plan approach is addressed in detail in our full QA/QC protocols referenced below. We have found that this process is most efficient and significantly reduces the time and effort associated with revisions and design changes during the life of the project.

Our team will meet with you consistently to gain your approval without overburdening you. This helps to keep you informed and eliminates any potential surprises at the end of the project. Our QA/QC process is truly a process that evolves during the life of the project. It's more than a checklist to be used before the project is submitted for approval.

This project requires a multi-discipline team of consultants led by WK Dickson. We have too often seen that when multiple firms work together there is the opportunity for a project to go awry. Therefore we

treat all subconsultants as if they are WK Dickson employees and have a long standing working relationship with the members of our team. We have proven that we can work successfully together. Further we require that they meet all the same standards of quality. We take 100% responsibility for their performance. This step will ensure consistency and accountability for all construction documents. Our specific QA/QC program for various types of stormwater projects is not included due to page constraints but we will be happy to provide it to the City upon request during the selection process if desired.

*f) Describe qualifications of the Proposer and available resources including:*

*i. Legal Structure:* Corporation

*ii. Organizational structure of the Proposer, including roles:*

WK Dickson operates within a typical headquarters and branch office hierarchy. The firm's corporate offices are in Charlotte, NC where the corporate level leadership resides. We also have branch offices in seven Southeastern cities: Atlanta (GA), and Augusta (GA), Charlotte (NC), Raleigh (NC), Wilmington (NC), Hickory (NC), and Columbia (SC). The firm also includes three practice leaders for our core practices – Watershed Services, Water/Wastewater and Aviation.

*iii. Resources available to perform the work for this Project. Discuss how this Project would impact current and anticipated workload.*

We have meticulously evaluated the project needs as reflected in our manhour estimate and schedule; and we have compared it to our staffs' current commitments, which are maintained in a firmwide resource planning tool. We are confident that our team can take on this work and meet the schedule as outlined in the 319(h) Grant. The fact that we have a multi-firm team will provide additional resources to accelerate schedule in case unforeseen circumstances arise. We are committed to making this project schedule.

*iv. Notable expertise or other special capabilities of the members of the project team that uniquely qualify the Proposer to accomplish the requirements and specifications of the RFP.*

WK Dickson has assembled a team of professionals that bring a unique combination of real world experience in the planning, design and construction of BMPs coupled with advance training and academic research experience specifically related to bacteria sequestration. In addition, our team has unmatched

relationships with and a superlative track record of successfully negotiating favorable outcomes with regulatory agencies, especially the USACE and the Georgia EPD.

**David Braswell, PE, CFM**, your Project Manager, has over 32 years of Stormwater experience in the Atlanta Metro area. During his career he has seen firsthand the vast amount of urbanization that has occurred and the impact it has had on our stormwater and natural systems. David has continuously stayed involved with his profession by leading hundreds of projects, as well as participating on committees and in organizations that keep him on the leading edge of current trends in stormwater at both State and National levels. His reputation in the Metro area is unmatched and he is known as an industry leader. David is one of WK Dickson's most experienced Project Managers and will ensure that your project is successful from a technical perspective as well as from a budget and schedule perspective. Located just 15 minutes away from Sandy Springs offices, he will be readily available throughout the duration of this project.

**Tom Murray** has assisted on the modeling and design of over 20 stormwater BMPs and ponds. He is WK Dickson's leading engineer for urban stormwater treatment facilities and earthen dams. He has extensive experience in modeling, selecting, designing and overseeing construction. Recently he was selected by the City of Charlotte Stormwater Program to develop standard protocols, details and specifications for their Pond Retrofit and Enhancement program. This experience will be directly translatable to the Marsh Creek Headwater BMP project; in fact, Sandy Springs will gain access to these standard design protocols as a value added service.

**Dr. Jon Hathaway** is a leading expert in the field of stormwater management with an emphasis on low impact development and Green infrastructure design. He has done extensive research and work on the issue of bacteria transport and treatment in urban watersheds. His research has been published both nationally and internationally and is often cited related to the use of stormwater BMPs for bacteria removal. What makes Dr. Hathaway unique is that he is not only an academic researcher, but a real world practitioner that is planning, designing and implementing successful BMPs across the Southeast.

**Ted Brown, PE, LEED** is a national expert on stormwater management especially related to Green infrastructure, BMPs and LID practices. He will provide this expertise to the City during the conceptual planning phase. Particularly important is the fact that Ted helped author the **Georgia Stormwater Manual** and his familiarity with its requirements will ensure the Marsh Creek Headwater BMP project adheres to the State's requirements.

**John Drysdale, PE, CFM**, has extensive experience in the Atlanta Metro area and has spent the majority of his 34-year career focused on water resource projects. In addition to being another invaluable local resource he also brings a unique skill set to our team in that he previously served as **Deputy Director of Public Works for Sandy Springs** and through that experience brings an unmatched understanding the City's policies, procedures and protocols for capital project implementation.

**Angie Mettlen** has worked closely with a wide range of government programs including EPA's **319(h) Grant Program** as well as GEFA and GEMA locally. Her successful grantsmanship has yielded well over **\$45 M** in funding for clients across the Southeast; furthermore, she has administered the majority of these grants for the recipients. Her expertise in securing and managing grants including 319(h) grants will ensure the City of Sandy Springs that all aspects of the grant process are adhered to and to help secure additional funding if needed or desired.

Our landscape architect team of **Jason Steidel, RLA, Joel Moulin, RLA, and Jennifer Dowdell** have a combined experience of over 75 years of park and recreation design. They have a unique combination of experience specifically related to implementing community parks while applying sound ecological science. Joel and Jennifer will serve as Senior Landscape Architects and provide their leadership in conceptual planning while Jason, who is located only 15 minutes from the City, will work closely with David Braswell to complete construction documents for the park aspects of the Marsh Creek Headwater BMP project.

**Todd Hill, AICP, and David Ashley, RLA**, will bring over 50 years of combined experience permitting stormwater and natural resource projects in Georgia to the team. Of particular importance will be their proven ability to successfully negotiate with the regu-

latory agencies. Specifically they will help with the jurisdictional determination of Marsh Creek and the **negotiation of the acceptance as an intermittent stream** which will help avoid the costly implementation and delays of the USACE Individual Permitting process.

**f) Contact information for at least 5 similar projects.**

Project descriptions are included as part of 2.5.4 d), which starts on page 15.

**Project:** Legacy Park and Ride and Stormwater Bioretention

Rick Jones, Planning Director  
Columbus Consolidated Government  
420 10th Street, 2nd Floor, Columbus, GA 31904  
Office 706. 225.3936; Mobile 706.329.9404  
[RJones@columbusga.org](mailto:RJones@columbusga.org)

**Project:** Hyde Park Regional Stormwater Pond

Abie L. Ladson, PE, Director of Engineering  
City of Augusta  
505 Telfair Street, Augusta, GA 30901  
Office 706.796.5040  
[aladson@augustaga.gov](mailto:aladson@augustaga.gov)

**Project:** Taylor Brawner Park

Steve Ciaccia, Director Parks and Recreation  
City of Smyrna  
200 Village Green Circle, Smyrna, GA 30080,  
770.319.5396  
[sciaccio@ci.smyrna.ga.us](mailto:sciaccio@ci.smyrna.ga.us)

**Project:** Cherokee County Airport Stormwater

Don Stevens, Authority Chairman  
Cherokee County Airport  
PO Box 5052, Canton, GA 30114  
Office 770.479.3400; Mobile 770.826.4796  
[cptzero@gmail.com](mailto:cptzero@gmail.com)

**Project:** Pond Preservation Projects

John Schrum, PE, Public Works Director  
City of Charlotte  
600 E. Fourth Street -10th Floor, Charlotte, NC 28202  
704.336.5141  
[jschrum@ci.charlotte.nc.us](mailto:jschrum@ci.charlotte.nc.us)

**Project:** Washington Ave. Green Design-Build

Joe Forkin, Vice President for Operations and Development at the Delaware River Waterfront Corp  
121 North Columbus Blvd., Philadelphia, PA 19106

215.629.3221

[JForkin@DelawareRiverWaterfrontCorp.com](mailto:JForkin@DelawareRiverWaterfrontCorp.com)

*g) Signed contract as required in Section 4.4 of this RFP.*

The signed contract is located behind the Contract tab.

*h) Signed Proposal Letter on page 2 of this RFP.*

The signed proposal letter is located behind the Forms tab. It is the second page of the City's RFP, which is included.

*i) Signed Certification included as Section 6.0 of this RFP.*

This is located behind the Forms tab. It is page 19 of the RFP, which is included.

*j) Signed Affidavit Verifying Status for City Public Benefit Application*

This is located behind the Forms tab. It is page 25 of the RFP, which is included.

*k) Signed Contractor Affidavit*

This is located behind the Forms tab. It is page 26 of the RFP, which is included.

*l) Signed Corporate Certificate*

This is located behind the Forms tab. It is page 27 of the RFP, which is included.

**2.6 Cost Proposal Contents** - Read and will comply.

### 3.0 Proposal Submission and Evaluation

**3.1 Economy of Presentation** - Read and understood.

**3.2 Required Organization of Offeror Proposal**  
Read and will comply.

**3.3 Submission of Proposals** - Read and will comply.

3.3.1 Technical Proposal - Read and will comply.

3.3.2 Cost Proposal - Read and will comply.

### 3.4 Evaluation Criteria and Process

3.4.1 Review of proposals - Read and understood.

3.4.2 Evaluation Committee

Read and understood paragraphs a) and b).

### 4.0 Terms and Conditions

**4.1 Vendor Registration** - Read and understood.

**4.2. RFP Amendments** - Read and understood.

Amendment #1 is included and signed at the end of the Signed Contract section.

**4.3 Proposal Withdrawal** - Read and understood.

**4.4 Contract** - Read and signed contract included.

**4.5 Payment for Services** - Read and understood.

#### 4.6 Conflict of Interest

Neither WK Dickson nor its team members has any existing client relationship(s) that involves the City of Sandy Springs that will prevent their being objective.

**4.7 Confidentially Requirements** - Read and understood.

**4.8 Policy on Drug-Free Workplace** - Read and understood.

#### 4.9 SAVE Affidavit and Secure Verifiable Document

Read and will comply.

**4.10 E-Verify** - Read and will comply.

#### 4.11 Financial Information

See the letter of understanding from Fifth World Bank on the following page.

### 5.0 Taxes and Insurance

Read and will comply.

### 6.0 Certification

See signature pages 19 of the RFP located in the Forms Section.



March 13, 2013

To Whom It May Concern:

Thank you for the opportunity to prepare this Letter of Good Standing on behalf of W.K. Dickson and Company, Inc. who has been an outstanding client of FIFTH THIRD BANK and successor in interest to FIRST CHARTER BANK since June 2007. Their deposit accounts and loans have been handled as agreed. As of today, W.K. Dickson maintains a high five figure average collected balance in their depository accounts. Furthermore, as of today, W.K. Dickson has an available balance of high six figures on their revolving line of credit.

If I can provide any additional information, please do not hesitate to contact me at (704) 688-1547.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Sedor', with a stylized flourish extending to the right.

David Sedor  
Senior Relationship Manager  
Middle Market Banking

Cc: Chris Nugent Chief Financial Officer W. K. Dickson and Compan

**EXHIBIT B**  
**DESCRIPTION OF PROJECT**

The City of Sandy of Sandy Springs (“City”) is soliciting Requests for Proposals (“RFP”) from firms with experience designing and conducting project administration for regional multi-use stormwater management facilities. The selected Proposer/consultant will design and provide program management for the Marsh Creek Headwater Best Management Practice (BMP) (“Project”). The consultant will perform all tasks in general conformance with the submitted 319(h) Grant Application for this BMP (“Grant”) which is included in the appendices for reference. Furthermore, the consultant will design the facility to accommodate the goals and objectives identified in the Sandy Springs City Center Master Plan (“Master Plan”) that is available on the City’s website for reference. The consultant must show experience in developing and implementing BMP plans including, but not limited to, pre- and post-monitoring, survey, geotechnical, structural, hydraulic, hydrologic, landscape, hardscape, green infrastructure and low impact design, permitting and any other necessary tasks as needed to successfully complete the construction of the BMP. This will potentially be a Grant funded project and all activities shall be in accordance with applicable Grant guidelines.

**EXHIBIT C**  
**SCOPE OF SERVICES**

Phase I

1. Land surveying (boundary, topographic, utility investigation) using Fulton County monuments to set project monuments and tie them with bearings and distances to the Fulton County monuments including NAD83 State Plane W coordinates and vertical datum NAVD 88.
2. Establish survey monuments for site survey control
3. Complete due diligence and reconnaissance, review and analyze all available data, conduct all necessary site investigation required for design
4. Conduct pre-construction monitoring to establish proposed BMP effectiveness
5. Conduct preliminary permitting meetings with all entities to determine hurdles, Project feasibility, and required design components
6. Formalize conceptual plan
7. Preliminary property and easement acquisition plan preparation and coordination
8. Conduct bi-weekly meetings with staff where, at a minimum, Gantt chart schedule is updated and reviewed
9. Prepare, plan, and participate in PIOH and subsequent documentation of comments and review for incorporation into design
10. Complete 30% design plans (Concept Plans)
11. Prepare, plan, and participate in Mayor and City Council meeting for plan approval
12. Prepare, plan, and participate in preliminary budget presentation to Mayor and City Council

Phase II

1. Complete due diligence and reconnaissance, review and analyze all available data, conduct all necessary site investigation required for design
2. Complete 60% design plans (Preliminary Plans)
3. Prepare and coordinate property and easement acquisition plan
4. Complete ROW Plans
5. Conduct bi-weekly meetings with staff where, at a minimum, Gantt chart schedule is updated and reviewed
6. Prepare, plan, and participate in budget preparation and subsequent Mayor and City Council approval
7. Submit plan and assist with permitting to obtain all necessary permits
8. Prepare an engineer's estimate for the construction
9. Prepare construction bidding documents including, but not limited to, a detailed line item summary for all necessary construction items and overall schedule of performance based on October 2015 Grant deadline
10. Provide bidding assistance during advertisement such as, but not limited to, plan/specifications revisions, responses to questions, addenda preparation, contract review, etc.

11. Prepare detailed bid tab and quantity take off. Attend pre-bid meeting.

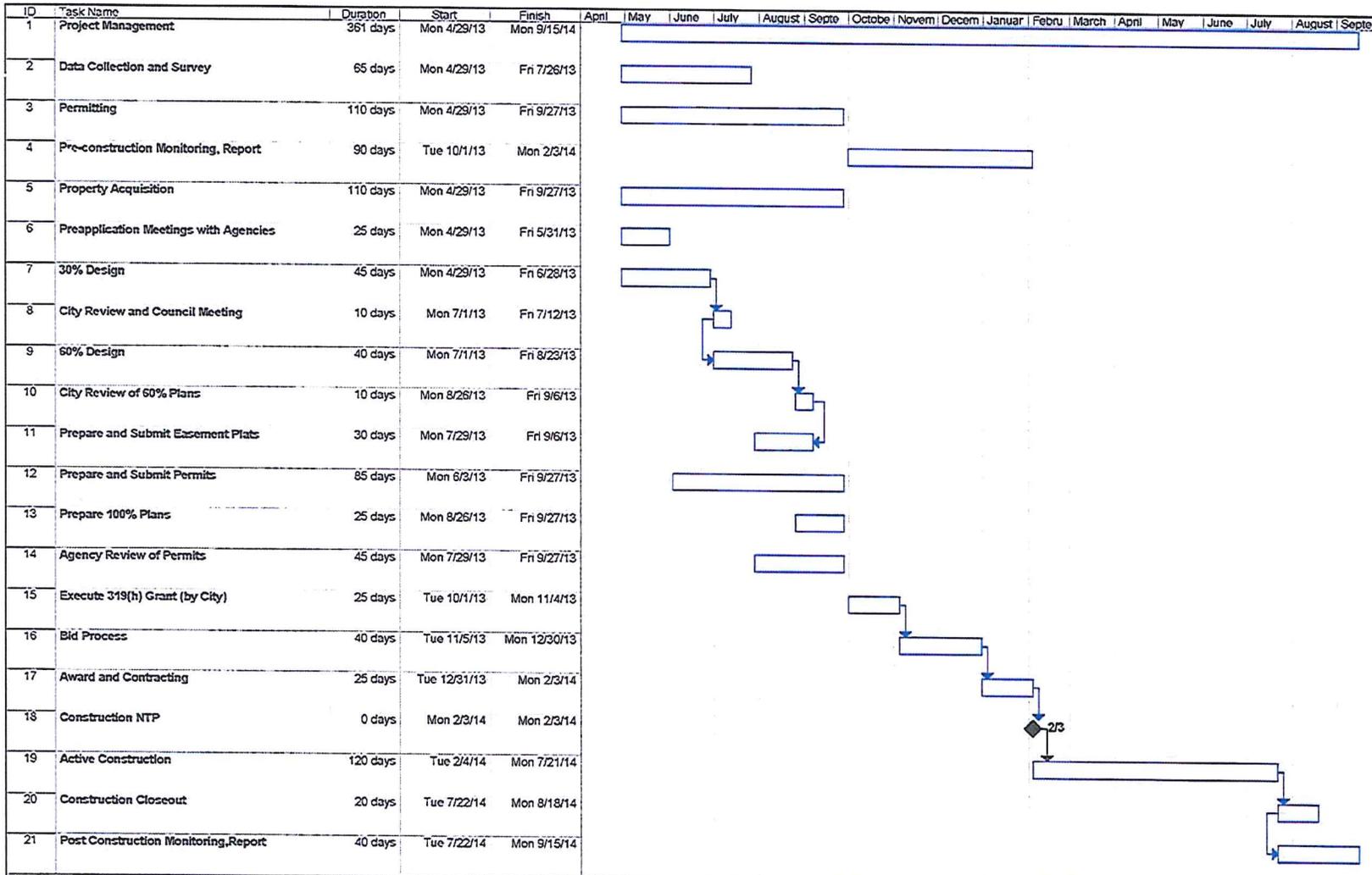
### Phase III

1. Review and respond to all contractor RFI's
2. Review and approve contractor's payment applications
3. Review and approve change order requests
4. Assist and gather data as necessary to resolve any design conflicts with unknown field conditions
5. Provide construction oversight with engineers on-site during the duration of the construction
6. Conduct necessary materials testing of all construction activities
7. Complete as-built survey and submit end of Project certification including all relevant Project files
8. Post construction monitoring to evaluate the BMP effectiveness

**EXHIBIT D  
DELIVERABLES**

1. 30% concept design
2. 30% property acquisition/ROW plans
3. All applicable permits
4. Report summarizing due diligence and Project requirements
5. 60% preliminary design
6. 60% property acquisition/ROW plans
7. 100% property acquisition/ROW plans
8. 100% design plans "Issued for Bid" plan set
9. Construction bid documents
10. Progress reports including but not limited to Gantt chart schedules on a biweekly basis for the duration of the Project
11. As-built plans and certifications
12. All necessary documents and closeout information to comply with Grant guidelines
13. Report of pre- and post-monitoring evaluating the BMP effectiveness
14. Electronic survey, asbuilt, and design files in CAD format

**EXHIBIT E**  
**SCHEDULE OF TIME AND PERFORMANCE OF WORK**



- 4 -



Marsh Creek HW BMP  
Date: Mon 3/25/13

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

**EXHIBIT F**  
**COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES**

**EXHIBIT A**  
**COST PROPOSAL**

<b>Phase</b>	<b>Phase Description</b>	<b>Total Fee</b>
I	Preliminary Design	\$ 59,700.00
II	Final Design, Permitting, & Construction Bidding (Maximum Not to Exceed Amount)	\$122,400.00
III	Construction Program Management (Maximum Not to Exceed Amount)	\$85,000.00

**TOTAL COST PHASE I, II and PHASE III**           \$267,100.00          

**Each Proposer MUST present a fixed Cost Proposal in a separately sealed envelope for the work to be performed. The Cost Proposal should include all costs (separate provisions for travel and/or per diem will not be accepted).**

**Each Proposer MUST present an overall hourly rate schedule for personnel.**

**CONSULTANT CERTIFICATION AND PROPOSAL FORM**

**(To be included in SEALED COST PROPOSAL ENVELOPE)**

**Project: REQUEST FOR PROPOSALS FOR MARSH CREEK HEADWATER BEST MANAGEMENT PRACTICE DESIGN & PROJECT ADMINISTRATION**

The undersigned hereby declares that he/she is familiar with the Project location, scope of work, and conditions under which it must be performed, that the RFP, addenda and modifications (if applicable) have been carefully examined, are understood and accepted as adequate for the purpose, and agrees to contract with the City to provide everything required to be performed and to furnish all design/engineering services, including the services of design professionals, sub-contractors, materials, tools, equipment, utility, transportation service and supervision necessary to perform and complete, in a satisfactory manner, all work required in conjunction with above named Project, and to accept as full payment thereof, subject to additions and/or deletions required by Contract, the sum of:

Design/Engineering:

Two hundred and Sixty seven thousand and one hundred Dollars (\$ 267,100.00 )

List any exceptions, alternates or assumptions to the specifications contained in this RFP:

Budget and schedule assumes that the project will qualify for a Nationwide Permit from the USACOE and that an individual permit will not be required.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from proposal opening date and that the prices of the selected Proposer will remain firm through the term of the Contract. This proposal is genuine and not collusive, and the Proposer has not in any manner, directly or indirectly, agreed or colluded with any other Proposer or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other Proposer or to secure any advantage against the City.

The Proposer certifies that he/she is duly authorized to execute this proposal, that this Proposer has not prepared this proposal in collusion with any other Proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be prior to Contract award, and the Proposer has full authority to execute any resulting Contract awarded as the result of, or on the basis of the proposal.

The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to the other Proposers, so that all proposals for this Project will result from free, open and competitive

proposing among all vendors. By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Sandy Springs.

Each Proposer shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City of Sandy Springs, at its discretion, may reject its proposal. The submission of a proposal hereunder shall be considered evidence that the Proposer is satisfied with respect to the Project conditions to be encountered and the character, quantity and quality of the work to be performed.

Representative's Name: David M. Ashley Title: Vice President

Signature: David M. Ashley

Address: 2120 Powers Ferry Road, Suite 100

City/State/Zip Code: Atlanta, GA 30339

Telephone Number: 770.955.5574 Fax Number: 770.955.0338

E-Mail Address: dashley@wkdickson.com

Dated: March 25, 2013

**COST PROPOSAL - Phase I HRS**  
**Marsh Creek Headwater BMP**  
**Sandy Springs, GA**  
**RFP #13-032**

3/26/2013

Task NO.	TASK DESCRIPTION	HOURS						
		Principal \$195/HR	PROJ. MANAGER \$165/HR	SR. ENGR. \$140/HR	Project ENGR. \$110/HR	CADD TECH. \$100/HR	LA \$165/HR	CLERICAL ADMIN \$55/HR
	<b>Phase 1</b>							
0	Phase I Management	2	16					8
3	Due Diligence and Data Collection		2	4	16	16		8
4	Pre Construction Monitoring			4	8			
5	Preliminary Permit Meetings	4	4	8	28			
6	Conceptual Plan		2	24	16	16	8	
7	Prel property and Easement Acquisition Plan		2		8	20		
8	Biweekley Meetings with COSS Staff (5 meetings)		5	10	10	10		
9	PIOH meetings (2)		6	6	14	8		4
10	30% design plans (includes Prel Hydro)	5	4	16	40	40	16	
11	Mayor/City Council meeting		2	2	4	8		2
12	Prel Budget Presentation		2	2	4	8		2
	<b>TOTAL MAN-HOURS</b>	<b>11</b>	<b>45</b>	<b>76</b>	<b>148</b>	<b>126</b>	<b>24</b>	<b>24</b>

**W.K. DICKSON & CO., INC.**  
**2013 RATE SCHEDULE**

**LABOR**

Principal	\$ 195.00/hr.
Senior Project Manager	\$ 165.00/hr.
Project Manager	\$ 145.00/hr.
Senior Technical Manager	\$ 165.00/hr.
Technical Manager	\$ 145.00/hr.
Senior Staff Engineer	\$ 140.00/hr.
Staff Engineer	\$ 110.00/hr.
Senior Scientist	\$ 125.00/hr.
Technical Specialist	\$ 145.00/hr.
Project Scientist	\$ 100.00/hr.
Staff Scientist	\$ 80.00/hr.
Licensed Landscape Architect	\$ 165.00/hr.
Junior Landscape Architect	\$ 90.00/hr.
Staff Planner	\$ 100.00/hr.
Senior Designer	\$ 100.00/hr.
Designer	\$ 90.00/hr.
Senior Technician	\$ 95.00/hr.
Technician	\$ 80.00/hr.
Administrative Assistant	\$ 55.00/hr.
Senior GIS Analyst	\$ 120.00/hr.
GIS Analyst	\$ 100.00/hr.
GIS Technician	\$ 85.00/hr.
Field Survey Party	\$ 115.00/hr.
Licensed Land Surveyor	\$ 145.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 95.00/hr.

**Note:** The above rates are effective January 1, 2013. WK Dickson reserves the right to revise to reflect inflationary increases.

Revised 12-17-12

**EXHIBIT G**  
**CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of W.K. Dickson & Co., Inc., ("Contractor"), whose address is 2120 Powers Ferry Road, Suite 100, Atlanta, GA 30339, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: 03/25/13  
Title: Vice President

Signature: David M. Ashley

**EXHIBIT H**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION**

I hereby certify that I am a principle and duly authorized representative of W.K. Dickson & Co., Inc., ("Contractor"), whose address is 2120 Powers Ferry Road, Suite 100, Atlanta, GA 30339.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: 03/25/13 Signature: David M. Ashley  
Title: Vice President

## **APPENDICES**

1. AFFIDAVITS
  - Affidavit Verifying Status for City Public Benefit Application
  - Contractor Affidavit Under O.C.G.A. §13-10-91(b)(1)
  
2. CORPORATE CERTIFICATE

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for David Ashley

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

1)  X  I am a United States citizen

**OR**

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

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

Signature of Applicant: David M. Ashley Date: 03/25/13

Printed Name: David M. Ashley

\*Alien Registration number for non-citizens \_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25<sup>TH</sup> DAY OF MARCH, 2013.

Notary Public: Jason Lee Stuedel

My Commission Expires: JUNE 7, 2016

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

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

AWIL 6294

Federal Work Authorization User Identification Number

04-01-2008

Date of Authorization

W.K. Dickson & Co., Inc.

Name of Contractor

Marsh Creek Headwater Best Management Practice Design & Project Administration

Name of Project

City of Sandy Springs

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 03/25/13 in Atlanta (city), GA (state).

David M. Ashley

Signature of Authorized Officer or Agent

DAVID M. ASHLEY, VICE PRESIDENT

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

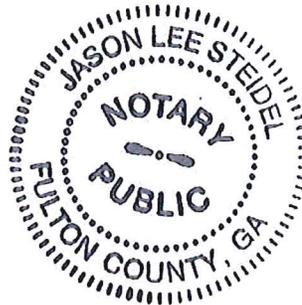
ON THIS THE 25<sup>TH</sup> DAY OF MARCH, 2013

Jason Lee Steidel

NOTARY PUBLIC

My Commission Expires:

JUNE 7, 2016



**CORPORATE CERTIFICATE**

I, PATRICIA W. PEELER, certify that I am the Secretary of the Corporation named as Proposer in the foregoing proposal; that David M. Ashley, who signed said proposal in behalf of the Corporation, was then (title) Vice President of said Corporation; that said proposal was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of North Carolina.

This 13<sup>th</sup> day of MARCH, 2013.

Patricia W. Peeler  
(Signature)

(Seal)



STATE OF GEORGIA  
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE MOTION THAT THE MAYOR AND CITY COUNCIL AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH WK DICKSON FOR THE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MARSH CREEK HEADWATER PROJECT CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

**WHEREAS**, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

**WHEREAS**, the Department of Public Works, in response to the guidance provided by the City Manager, has negotiated a contract with WK Dickson for the Design and Construction Management for the Marsh Creek Headwater Project, Fulton County, Georgia, and

**WHEREAS**, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents, and

**WHEREAS**, upon adoption of this Resolution, City Sandy Springs Public Works Department staff will manage all applicable phases of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA**

That the City of Sandy Springs City Council and the Mayor receive, accept and affirm the authorization for the City Manager to execute a contract with the highest-ranked consultant, WK Dickson, for the Marsh Creek Headwater Best Management Practice Design and Construction Administration for RFP 13-032, Fulton County, Georgia.

**IT IS FURTHER RESOLVED** that the Mayor and City Council acknowledge that the City Manager, in order to assure the effectiveness of authorizing and signing the Contract, will periodically refine policies, procedures, and guidelines and keep the Mayor and Council informed of any changes as they occur.

**APPROVED AND ADOPTED on this the 21<sup>st</sup> day of May, 2013.**

Approved:

\_\_\_\_\_  
Eva Galambos, Mayor

Attest:

\_\_\_\_\_  
Michael Casey, City Clerk

(Seal)