

EXHIBIT A

GENERAL SCOPE OF SERVICES

SCOPE OF SERVICES

Major Mechanical Repairs and Services

Part I

1. SUMMARY

The City of Atlanta, Department of Watershed Management (the "City"), operated the Drinking Water System, Wastewater System and various other facilities in the Atlanta metropolitan area. The Purpose of this proposal is to establish a contract for the mechanical service for the City of Atlanta, Department of Watershed Management. This proposal will also identify Contractors capable of providing mechanical services; determine the rates charged for services; and to place contracts with Contractors for quick response in providing services on an as-needed basis. These services will be oriented towards completion of specific tasks. The City is under no obligation to exclusively award this work to a single proponent nor is the City bound to a minimum contract amount. The term of this contract shall be for a period of three (3) years with two (2) one (1) year renewal options.

The City reserves the right to select more than one Contractor in order to fulfill the requirement of the Scope of Services.

2. SCOPE

Under this contract, the Contractor will perform work at the City's facilities. Work will involve mechanical repairs and improvements, on major process, facility equipment, and facility infrastructure.

All work under this contract will be requested using a Work Order Request Form and authorized using a City-issued Work Order Form. The Contractor will respond to the Work Order Request Form with a written quotation. The City will respond to a written quotation from the Contractor with a Work Order Form. The Work Order Form approves and authorizes the Contractor to perform the work set forth on the quotation, prior to the commencement of the work. The quotation will be considered binding subject to the provisions of the contract. All costs must be itemized on the Work Order Form and the quotation in material, labor and equipment actually used to complete the Repair. Costs such as small tools, request preparation, project management, taxes, insurance, general office overhead, field overhead, fringe benefits, travel time, per diem and profit must be included and individually identified in Mark-up or the unit prices.

a. Description of Positions

Contractor employees and subcontractor working under this contract must be qualified by training and experience for that position and hold any necessary licenses. Contractor employees or subcontractor who, in the sole judgement of the City, perform incompetently, unsafely, or in violation of facility requirements shall be removed from the job site immediately at no cost to the City.

b. Training Requirements

Contractor is required to ensure employee training for licensing, OSHA regulation compliance, or any other applicable regulatory agency is current and adequate for the work performed.

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c. Other Requirements

The use of Subcontractors is allowed if the City approves the Subcontractors. The Contractor is responsible for providing Subcontractor ability and qualifications' information on the City Work Order Form. The Contractor shall control and coordinate work of its Subcontractors. The Contractor shall be responsible for informing and supervision of its Subcontractors regarding all items, conditions, and requirements of the contracted documents. The Contractor is responsible and liable for the work provided by the Subcontractor.

d. Equipment Needed

Contract maintenance and mechanical personnel shall provide their own hand tools and personal protective equipment.

Some areas of the Facilities have a hazardous classification. In areas rated for hazardous atmospheres, only equipment manufactured to meet the hazard class of the area may be used. All services completed in these areas should follow the requirements of the National Mechanical Code and National Electric Code (as applicable).

The equipment, required for a particular service, shall be purchased at the Contractor's Expense. At the City's option, any equipment purchased for the service referred by the City Work Order Form, shall be transferred to the City at the completion of the service.

e. Availability

The City Work Order Form will contain the unit costs submitted in the service request, additional equipment and material with specified markup. No other costs besides unit prices and specified markups will be accepted. Refusal of any Work Order Form will negatively affect selection of the Contractor by the City's representative for future work and may be dismissed at the discretion of the City at no additional expense to the City.

f. Safety

The City has a Safety Program that the Contractor shall adhere to when providing services. In addition, services by the Contractor's personnel and subcontractors shall be completed following Occupational Safety and Health Administration (OSHA) standards.

Contractor personnel may be dismissed at the discretion of the City from the facility for any violation of the City's safety guidelines or for noncompliance with OSHA requirements. Contractor shall be required to replace dismissed personnel at no additional expense to the City.

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Part II

1. SERVICE AND MATERIAL REQUIREMENTS

This section describes the service and material requirement as well as specific training and skills:

a. Service Unit Prices

The Contractor shall provide a unit price for different skilled positions. Unit pricing for Contractor's personnel for different trades or special training shall also be included in this form. The price shall include all salary costs, specific overhead, taxes, insurance, small tools, transportation to the Repair/Replace site, and all other costs attributed to that employee including overhead and profit. Only time spent in the field (time from when personnel report to the City until the personnel leave the job site) may be billed to the City.

b. Equipment, Processed and Facilities Serviced ***

Sub-surface investigation, repair and/or replacement of pipe, valves and other appurtenances, including piping and valves for conveyance of water, wastewater, chemicals and natural gas or methane.

Replacement / installation of grating, handrails, walls, ladders, cages, and other safety barriers and safety equipment.

Repairs utilizing specialized equipment required to carry out the work, including excavators and mobile carrier. This may include line-stops, pipe freezing, wet-taps, heavy lifting equipment, concrete cutting/boring, paving, by-pass pumping or other specialized equipment.

- Upgrades to mechanical or incidental electrical repairs associated with mechanical work.
- Installation of new equipment, utilities, pipe or valve, City purchased or contractor purchased.
- Demolition of existing equipment, structures or facilities, with disposal as requested.
- Removal, repair and reinstallation of process equipment. Startup services when requested.
- Provision of temporary facilities or equipment for use by City personnel.
- Concrete work, masonry, paving, repair and replacement of manholes, curb and gutter, grouting, etc.
- Woodworking, flooring ceiling repair or replacement, window replacement, tile work and painting or coating (interior or exterior).
- Welding, machining and cutting metals or composites.
- Civil work, including excavation, cut and fill, grading, berm construction or repair.

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- Repair or replacement of chemical feed systems or components.
- Installation, repair or replacement of secondary spill containment.
- Plumbing, fixing leaks, replacement of fixtures with high-efficiency models.
- Fence and gate repair.
- Repair of boilers and other industrial equipment.
- Cleaning out grit and debris from structures, including deep tunnels and wet wells
- Any other mechanical/process work considered to be outside the scope of normal corrective or preventative maintenance

In the event that the City has an alternate contract for any portion of a City Work Order issued under this contract, it will be at the decision of the City to utilize the alternative contract(s) for any portion of the work requested.

c. Materials and Supplies

The Contractor shall provide information on the equipment and materials required for each repair. Where a City purchase order exists for specific equipment or materials, the City shall purchase these items at their discretion. For common items used that may not be available at the Facility, the Contractor may purchase them upon approval by the City.

Any items purchased by the Contractor which will be permanently installed in the City facilities, must be new and unused. The City maintains an inventory of such common items such as piping, valves, wiring, conduit, tubing, hoses, fittings, and connectors. Items to be supplied by the City shall be stated at the beginning of the repair assigned to a Contractor.

Replacement parts for critical equipment are maintained at each location. Contractor shall document the use of replacement parts on the City's generated Work Order Form and give this to the City. All items supplied by the Contractor shall be the of the type and manufacture specified by the City. Substitutions of items require approval of the City.

Part III

1. EXECUTION

a. Contractor Approval

The Contractor must submit the completed Work Order Form and all required documentation for evaluation.

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b. Request for Contractor Service

When work is required, the City will request Work Order Forms from an approved Contractor and will elect a proposal that best meets the requirement of the repair. The selection will be made on basis of price, past performances, capability to handle the repair and availability. The City will approve the Repair proposal in writing.

Once called, the Contractor will be notified of the type of service response needed. When the Contractor's personnel arrive at the work site, they shall report to the City for work instructions. Work instructions will include Work Order Forms, drawings, specification, and any other directions or information needed to complete the Work.

c. Documents

Contractor personnel will receive instructions on completing required paperwork such as work orders, preventative maintenance, and corrective maintenance forms. Contractor personnel shall maintain at the work site, drawings, specifications, and any other modifications, in good order and marked correctly to record changes and selections made during work.

The Contractor shall cooperate with the City in providing needed information to start and complete work orders for the computerized maintenance management system. These shall be given to the City upon completion of the Work.

d. Quality Assurance

The Contractors shall keep the City informed of the progress of the Contractor's Work. City selected inspections or tests shall be conclusive as to whether the material and workmanship inspected or tested conform to the requirements of the Contract. If the repair is not completed as required, the Contractor shall correct the problem without additional expense to the City.

e. Non-performance

In the event that the Contractor does not fulfill their obligations under the terms and conditions of this specifications for an approved Work Order Form or does not report to the job site when required, the City may call another Contractor to perform the original service.

If another Contractor must be called to complete the service request, the original Contractor shall receive payment for work performed up to that point initial costs attributed to the non-performance are realized and deducted. The arrangement is required to cover additional expenses incurred, such as mobilization, incentive fees, and removing poor quality work, when completing the original service request.

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f. Cleaning Up

The Contractor shall keep work areas, where service is being conducted, free from accumulation of waste materials.

Contract personnel shall conduct orderly operation at the site with materials and equipment. At the end of the working day, the Contractor shall remove from the work site any project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

g. Access to Work

Contract performance shall park only in parking areas designated by the City. When requested to work at a Combined Sewer Overflow ("CSO") or Pumping Station facility that is normally unstaffed, contract personnel will be given directions to the site and the name of a person to whom they shall report and the time that they shall arrive at the facility to get further instructions. The Contractor shall provide the City access to the work in progress.

h. Billing

Contractor personnel shall complete a daily time sheet. The time sheet shall list the number of hours worked, each of the Contractor's personnel, the date, the facility's address, and the Contractor's name, address and phone number. The City or his designee must approve daily time sheet each day. The Contractor shall give a copy of the time sheet to the City.

For each facility, the Contractor will submit one (1) invoice at the end of each month for Work applied to the City. The following items shall be listed on the invoice: date of service, hours of service and charges, itemized listing of parts and costs, the name of the person who requested the service, Subcontractor breakdown, overtime, a totalized amount for the month, time sheets and an address where payment is to be made. Invoices shall be completed and submitted by the 10th of the month following the work.

2. EXECUTION

The Contractor shall provide a proposal to perform work by using a Work Order Form in response to the City's Work Order Request Form. Unit pricing for Contractor's personnel for different trades or special training shall also be included in the proposal. This price should include all salary costs, benefit costs, specific overhead, taxes, insurance, small tools, transportation to the repair, and all other costs attributed to the employee, with the exception of the incentive fees.

For a Work Order, only time spent in the fields (time from when the personnel report to the City until the personnel leaves the job site) may be billed to the City. In the event that the work requires personnel and equipment, which is not covered under the unit rates, then Contractor will be compensated as detailed in the Construction Services Agreement.