

CITY COUNCIL
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City of Hogansville



David Milliron, City Manager
Lisa Kelly, City Clerk
Jeff Todd, City Attorney

400 E Main St
Hogansville GA 30230-1196
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: August 6, 2018 **SUBMITTED BY:** David Milliron

AGENDA TITLE: Tower Trail Phase V – Design Contract

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Ordinance (No. _____) | <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. _____) | <input type="checkbox"/> Ceremonial | <input type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

The City has been awarded \$200,000 from the Georgia DNR, Recreational Trails Program, for Phase V of the Water Tower Trail. Phase V will start at the outdoor classroom and bridge the ravine, then emerge near the PNC Bank with a concrete trail to High Street. Georgia Department of Natural Resources wants the City to be "shovel ready," with engineering plans, by December 31, 2018, when we get formal notice to proceed with construction. Up to 15% can be reimbursed later, from that \$200,000, if we spend it on design now.

The City has two design proposals for this project – from Precision Planning – in the amount of \$37,000 for design and construction observation, and from Falcon Engineers – in the amount of \$30,000 for design and construction observation.

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

STAFF RECOMMENDATION (Include possible options for consideration)

City staff is recommending that Falcon Engineers be approved, at an amount not to exceed \$30,000, for Hogansville Tower Trail Phase V design and construction administration.

\$30,000

FALCON DESIGN CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING

WWW.FALCONDESIGNCONSULTANTS.COM

Stockbridge Office
235 Corporate Center Dr., Suite 200
Stockbridge, GA 30281
Ph: 770-389-8666 * Fax 770-389-8656

Cumming Office
500 Pirkle Ferry Rd., Suite C
Cumming, GA 30040
Ph: 678-807-7100

July 16, 2018

Mr. David Milliron
City of Hogansville
400 East Main Street
Hogansville, GA 30230

RE: Survey, Design Documentation, Bid Documentation and Construction Management and Oversight Proposal
Phase V Tower Trail, Hogansville, GA

Dear Mr. Milliron:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced site. The following is our proposed scope of services.

Proposed Scope & Fees

- | | |
|--|--------------------|
| 1. Survey: | \$7,500.00 |
| <ul style="list-style-type: none">• Prepare topographic survey of project area.• Resolve boundaries.• Prepare easement drawings suitable for the City to obtain approval from the property owners and filing with required County offices.• Easement drawings (if necessary) | |
| 2. Design Documentation: | \$12,500.00 |
| <ul style="list-style-type: none">• Design Development- Prepare up to two options of trail layout for review by the Client.• Prepare construction plans and details of the final design.• Include details and final plat preparation and set pins, submittal and approval for recording by Client. | |
| 3. Bid Documentation: | \$5,000.00 |
| <ul style="list-style-type: none">• Prepare Contract Documents and Specifications for the project• Conduct Pre-Bid meeting for the project• Conduct Bid Opening meeting for the project• Assist City in awarding of contract | |
| 4. Construction Management and Oversight: | \$5,000.00 |
| <ul style="list-style-type: none">• Meet with Owner, Designer, and Contractor for weekly/biweekly progress meetings and develop meeting minutes as required for project documentation.• Coordinate all design intent issues with Designer regarding Contract Drawings and Specifications.• Conduct reviews of construction activity as needed for compliance with specifications, quality, current schedule, and equipment testing and training.• Maintain a Photo Log for construction activities observed during on-site visits.• Develop monthly project progress reports for submission to the City Administrator and City Council.• Assist the Designer with the development of a project Submittal Log and assist as need with submittal distribution to the appropriate review professional and assist in maintaining the required schedule for all submissions. | |

- Assist the Designer with the development a project RFI Log and assist with the coordination of responses for all questions, distributing to the appropriate professional and maintaining the required schedule for all responses.
- Review and approve all pay applications in association with the Designer, coordinate with the Designer and the Owner all Change Order requests.
- Provide Value Engineering Analysis on an as needed basis for project components related to cost and time savings.
- Assist Designer with the development of project punch lists.
- Provide verifications of milestone documentation for Substantial Completion and Final Completion of the project.
- Assist Designer with the generation of Drawing of Record documentation for the project.

Reimbursable Expenses

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Geotechnical Studies and Site Borings, Site Lighting Designs, Dry Utility Design
- Permit Fees
- Underground Utility Locations
- Environmental Studies

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated at extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. It is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC


Adam L. Price, P.E.
Managing Partner

Accepted and Agreed:

Signature

Title

Date



\$ 37,000

December 20, 2017

Hon. Bill Stankiewicz, Mayor
City of Hogansville
400 East Main Street
Hogansville, Georgia 30230

Re: Proposal for Design and Construction Administration Services for Phase V of the Water Tower Trail, City of Hogansville, Georgia

Dear Mayor Stankiewicz:

Precision Planning, Inc. (PPI) appreciates the opportunity to submit this proposal to the City of Hogansville (Client) for professional services for your review and consideration. Based on your request and our previous experience with similar projects, we offer the following scope of services and fees:

I. RECREATIONAL TRAIL DESIGN Lump Sum Fee of \$27,000.00

PPI will develop construction plans for the "Water Tower Trail Phase V" and other site improvements within the City of Hogansville based upon our conceptual plan development to date. *Water Tower Trail Phase V will include a 430 LF elevated wooden boardwalk, a 130LF, 6 foot wide concrete path from the end of WTT Phase III to High Street. Phase V will also include the trail spur designed under Phase II that was recently bid with Phase IV (215 LF 12 foot wide asphalt multiuse trail).* The following tasks will be necessary to complete this work:

1. Provide topographic and route surveying services to determine property limits and to establish elevations. Previously prepared surveys for Hogansville will be used as a reference.
2. Locate existing above ground utility facilities including invert elevations of manholes and storm drainage structures.
3. Locate the tributary of Hogansville Branch and the banks and bluffs.
4. Prepare a cover sheet identifying the project and its location.
5. Prepare construction design drawings indicating proposed grades, drainage structures (if any), trail and landscape improvements, pedestrian and traffic safety devices, etc, locations of markers, etc.
6. Prepare erosion control plans for the proposed trail construction.
7. Prepare Construction Details pertinent to the project.
8. Submit construction plans and documents to the City for review and approval.
9. Submit construction plans to Georgia Department of Natural Resources for review and approval if required.

10. Prepare Contract Documents and Specifications sufficient for bid solicitation and assist the City in the advertisement and bidding of the plans and specifications.
11. Review/evaluate submitted bids and check references for the three lowest responsive, responsible bidders.
12. Prepare an award package for City Council to review and to enable the selection of a contractor.

III. CONSTRUCTION OBSERVATION

Lump Sum Fee of \$10,000.00

PPI shall provide the following services with respect to the administration and observation of the Project:

1. Coordinate and attend the Pre-construction Conference.
2. Provide periodic observations of the project during construction, including coordination with the contractor and GADNR and review Partial Pay Estimates.
3. Before a Certificate of Substantial Completion is issued, submit to the contractor a list of observed items requiring completion or correction.
4. Conduct final inspection in the company of the Contractor and the City of Hogansville and prepare a final list of items to be completed or corrected.
5. Observe that all items on final list have been completed or corrected and make recommendations to the City of Hogansville concerning acceptance.

EXCLUSIONS

The following items are not included within this scope of services:

1. Soil Testing/Geotechnical Analysis.
2. Design of retaining walls, stairs or structural design.
3. Environmental engineering, i.e., wetlands, Phase I audits.
4. Traffic and pedestrian signal design.
5. Record surveying/as-built plans.

Our Standard General Conditions and a schedule of Standard Hourly Rates are attached and made part of this proposal. All reimbursable expenses shall be billed separately in accordance with Item H. The fees quoted remain valid for thirty (30) days from the proposal date and are subject to renegotiation unless accepted within that time. If governing regulations are changed or amended, the prices quoted in this proposal will be subject to renegotiation. Once accepted, the fees are good for twelve (12) months. If the project extends beyond that time, the part of the project that extends would be renegotiated.

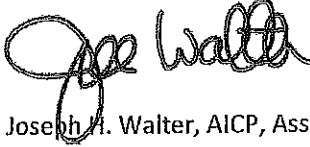
Mr. Bill Stankiewicz
City of Hogansville
December 20, 2017
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We look forward to your acceptance of this proposal and a successful working relationship. Should you find this proposal satisfactory, please sign both copies and return one to our office. If you have any questions, please do not hesitate to call us.

Sincerely,



Robert D. Bennewitz, P.E.
Senior Vice President



Joseph H. Walter, AICP, Associate
Principal Planner

GSN/JW:kb

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Attachment: Schedule of Standard Hourly Rates
Standard General Conditions

Authorization given this _____ day of

_____, 2017

By: _____

Title: _____

EXHIBIT
STANDARD GENERAL CONDITIONS

- A. All original preliminary and final design documents, including worksheets, notes and calculations, being instruments of services, shall remain the sole property of Precision Planning, Inc. Owner/Client to be provided reproducibles if requested.
- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. . There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed \$50,000.00 or the amount of the fee, whichever is greater. If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.
- E. The Owner/Client agrees to defend, indemnify and hold Precision Planning, Inc. harmless from any claim, liability or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposure allegedly caused by Precision Planning, Inc.'s performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of Precision Planning, Inc.
- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.

- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. This agreement may be terminated by either party by ten (10) days written notice. Outstanding fees for any services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.